

PROFESSIONAL SERVICES AGREEMENT

RECIDIVISM REDUCTION DEMONSTRATION GRANTS (\$100,000)

BETWEEN



COOK COUNTY GOVERNMENT

JUSTICE ADVISORY COUNCIL

AND

McDERMOTT CENTER, d/b/a HAYMARKET CENTER

CONTRACT NO. 1653-15275C

PROFESSIONAL SERVICES AGREEMENT

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List of Exhibits

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 5 MBE/WBE Utilization Plan
- Exhibit 6: Economic Disclosure Statement

AGREEMENT

This Agreement is made and entered into by and between the County of Cook, a public body corporate of the State of Illinois, on behalf of Office of the Chief Procurement Officer hereinafter referred to as "County" and McDermott Center, d/b/a Haymarket Center, doing business as a Corporation of the State of Illinois, hereinafter referred to as "Contractor".

BACKGROUND

The County of Cook issued a Request for Proposals "RFP" for Recidivism Reduction Demonstration Grants (\$100,000). Proposals were evaluated in accordance with the evaluation criteria published in the RFP. The Contractor was selected based on the proposal submitted and evaluated by the County representatives.

Contractor represents that it has the professional experience and expertise to provide the necessary services and further warrants that it is ready, willing and able to perform in accordance with the terms and conditions as set forth in this Agreement.

NOW, THEREFORE, the County and Contractor agree as follows:

TERMS AND CONDITIONS

ARTICLE 1) INCORPORATION OF BACKGROUND

The Background information set forth above is incorporated by reference as if fully set forth here.

ARTICLE 2) DEFINITIONS

a) Definitions

The following words and phrases have the following meanings for purposes of this Agreement:

"Additional Services" means those services which are within the general scope of Services of this Agreement, but beyond the description of services required under Article 3, and all services reasonably necessary to complete the Additional Services to the standards of performance required by this Agreement. Any Additional Services requested by the Using Agency require the approval of the Chief Procurement Officer in a written amendment to this Agreement before Contractor is obligated to perform those Additional Services and before the County becomes obligated to pay for those Additional Services.

"Agreement" means this Professional Services Agreement, including all exhibits attached to it and incorporated in it by reference, and all amendments, modifications or revisions made in accordance with its terms.

"Chief Procurement Officer" means the Chief Procurement Officer for the County of Cook and any representative duly authorized in writing to act on his behalf.

"Services" means, collectively, the services, duties and responsibilities described in Article 3 of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of performance required in this Agreement.

"Subcontractor" or **"SubContractor"** means any person or entity with whom Contractor contracts to provide any part of the Services, of any tier, suppliers and materials providers, whether or not in privity with Contractor.

"Using Agency" shall mean the department of agency within Cook County including elected officials.

b) **Interpretation**

- i) The term **"include"** (in all its forms) means "include, without limitation" unless the context clearly states otherwise.
- ii) All references in this Agreement to Articles, Sections or Exhibits, unless otherwise expressed or indicated are to the Articles, Sections or Exhibits of this Agreement.
- iii) Words importing persons include firms, associations, partnerships, trusts, corporations and other legal entities, including public bodies, as well as natural persons.
- iv) Any headings preceding the text of the Articles and Sections of this Agreement, and any tables of contents or marginal notes appended to it are solely for convenience or reference and do not constitute a part of this Agreement, nor do they affect the meaning, construction or effect of this Agreement.
- v) Words importing the singular include the plural and vice versa. Words of the masculine gender include the correlative words of the feminine and neuter genders.
- vi) All references to a number of days mean calendar days, unless expressly indicated otherwise.

c) Incorporation of Exhibits

The following attached Exhibits are made a part of this Agreement:

- Exhibit 1 Scope of Services
- Exhibit 2 Schedule of Compensation
- Exhibit 3 Evidence of Insurance
- Exhibit 4 Identification of Subcontractor/Supplier/Subconsultant Form
- Exhibit 5 MBE/WBE Utilization Plan
- Exhibit 6: Economic Disclosure Statement

ARTICLE 3) DUTIES AND RESPONSIBILITIES OF CONTRACTOR

a) Scope of Services

This description of Services is intended to be general in nature and is neither a complete description of Contractor's Services nor a limitation on the Services that Contractor is to provide under this Agreement. Contractor must provide the Services in accordance with the standards of performance set forth in Section 3c. The Services that Contractor must provide include, but are not limited to, those described in Exhibit 1, Scope of Services and Time Limits for Performance, which is attached to this Agreement and incorporated by reference as if fully set forth here.

b) Deliverables

In carrying out its Services, Contractor must prepare or provide to the County various Deliverables. "Deliverables" include work product, such as written reviews, recommendations, reports and analyses, produced by Contractor for the County.

The County may reject Deliverables that do not include relevant information or data, or do not include all documents or other materials specified in this Agreement or reasonably necessary for the purpose for which the County made this Agreement or for which the County intends to use the Deliverables. If the County determines that Contractor has failed to comply with the foregoing standards, it has 30 days from the discovery to notify Contractor of its failure. If Contractor does not correct the failure, if it is possible to do so, within 30 days after receipt of notice from the County specifying the failure, then the County, by written notice, may treat the failure as a default of this Agreement under Article 9.

Partial or incomplete Deliverables may be accepted for review only when required for a specific and well-defined purpose and when consented to in advance by the County. Such Deliverables will not be considered as satisfying the requirements of this Agreement and partial or incomplete Deliverables in no way relieve Contractor of its commitments under this Agreement.

c) Standard of Performance

Contractor must perform all Services required of it under this Agreement with that degree of skill, care and diligence normally shown by a Contractor performing services of a scope and purpose and magnitude comparable with the nature of the Services to be provided under this Agreement. Contractor acknowledges that it is entrusted with or has access to valuable and confidential information and records of the County and with respect to that information, Contractor agrees to be held to the standard of care of a fiduciary.

Contractor must assure that all Services that require the exercise of professional skills or judgment are accomplished by professionals qualified and competent in the applicable discipline and appropriately licensed, if required by law. Contractor must provide copies of any such licenses. Contractor remains responsible for the professional and technical accuracy of all Services or Deliverables furnished, whether by Contractor or its SubContractors or others on its behalf. All Deliverables must be prepared in a form and content satisfactory to the Using Agency and delivered in a timely manner consistent with the requirements of this Agreement.

If Contractor fails to comply with the foregoing standards, Contractor must perform again, at its own expense, all Services required to be re-performed as a direct or indirect result of that failure. Any review, approval, acceptance or payment for any of the Services by the County does not relieve Contractor of its responsibility for the professional skill and care and technical accuracy of its Services and Deliverables. This provision in no way limits the County's rights against Contractor either under this Agreement, at law or in equity.

d) Personnel

i) Adequate Staffing

Contractor must, upon receiving a fully executed copy of this Agreement, assign and maintain during the term of this Agreement and any extension of it an adequate staff of competent personnel that is fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the Services. Contractor must include among its staff the Key Personnel and positions as identified below. The level of staffing may be revised from time to time by notice in writing from Contractor to the County and with written consent of the County, which consent the County will not withhold unreasonably. If the County fails to object to the revision within 14 days after receiving the notice, then the revision will be considered accepted by the County.

ii) **Key Personnel**

Contractor must not reassign or replace Key Personnel without the written consent of the County, which consent the County will not unreasonably withhold. **"Key Personnel"** means those job titles and the persons assigned to those positions in accordance with the provisions of this Section 3.d(ii). The Using Agency may at any time in writing notify Contractor that the County will no longer accept performance of Services under this Agreement by one or more Key Personnel listed. Upon that notice Contractor must immediately suspend the services of the key person or persons and must replace him or them in accordance with the terms of this Agreement. A list of Key Personnel is found in Exhibit 1, Scope of Services.

iii) **Salaries and Wages**

Contractor and SubContractors must pay all salaries and wages due all employees performing Services under this Agreement unconditionally and at least once a month without deduction or rebate on any account, except only for those payroll deductions that are mandatory by law or are permitted under applicable law and regulations. If in the performance of this Agreement Contractor underpays any such salaries or wages, the Comptroller for the County may withhold, out of payments due to Contractor, an amount sufficient to pay to employees underpaid the difference between the salaries or wages required to be paid under this Agreement and the salaries or wages actually paid these employees for the total number of hours worked. The amounts withheld may be disbursed by the Comptroller for and on account of Contractor to the respective employees to whom they are due. The parties acknowledge that this Section 3.d(iii) is solely for the benefit of the County and that it does not grant any third party beneficiary rights.

e) **Minority and Women Owned Business Enterprises Commitment**

Minority and Women Owned Business Enterprises Commitment In the performance of this Agreement, including the procurement and lease of materials or equipment, Contractor must abide by the minority and women's business enterprise commitment requirements of the Cook County Ordinance, (Article IV, Section 34-267 through 272) except to the extent waived by the Compliance Director. **There is a zero percent (0%) MBE/WBE goal for this contract.**

f) **Insurance**

Prior to the effective date of this Contract, the Contractor, at its cost, shall secure and maintain at all times, unless specified otherwise, until completion of the term of this Contract the insurance specified below.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations under this Contract.

Contractor shall require all Subcontractors to provide the insurance required in this Agreement, or Contractor may provide the coverages for Subcontractors. All Subcontractors are subject to the same insurance requirements as Contractor except paragraph (d) Excess Liability or as specified otherwise.

The Cook County Department of Risk Management maintains the right to modify, delete, alter or change these requirements.

Coverages

(a) **Workers Compensation Insurance**

Workers' Compensation shall be in accordance with the laws of the State of Illinois or any other applicable jurisdiction.

The Workers Compensation policy shall also include the following provisions:

Employers' Liability coverage with a limit of:

\$500,000 each Accident

\$500,000 each Employee

\$500,000 Policy Limit for Disease

(b) **Commercial General Liability Insurance**

The Commercial General Liability shall be on an occurrence form basis (ISO Form CG 0001 or equivalent) to cover bodily injury, personal injury and property damage.

Each Occurrence: \$ 1,000,000

General Aggregate: \$ 2,000,000

Completed Operations Aggregate: \$ 2,000,000

The General Liability policy shall include the following coverages:

(i) All premises and operations;

(ii) Contractual Liability;

(iii) Products/Completed Operations;

(iv) Severability of interest/separation of insureds clause

(c) **Commercial Automobile Liability Insurance**

When any vehicles are used in the performance of this contract, Contractor shall secure Automobile Liability Insurance for bodily injury and property damage arising from the Ownership, maintenance or use of owned, hired and non-owned vehicles with a limit no less than \$1,000,000 per accident.

(d) **Umbrella/Excess Liability**

Such policy shall be excess over the Commercial General Liability, Automobile Liability, and Employer's Liability with limits not less than the following amounts:

Each Occurrence: \$1,000,000

(e) **Professional Liability**

Contractor shall secure Professional Liability insurance covering any and all claims arising out of the performance or nonperformance of professional services for the County under this Agreement. This professional liability insurance shall remain in force for the life of the Contractor's obligations under this Agreement, and shall have a limit of liability of not less than \$1,000,000 per claim. If any such policy is written on a claims made form, the retroactive date shall be prior to the effective date of this contract. Claims made form coverage, or extended reporting following the expiration or termination of this contract, shall be maintained by the Contractor for a minimum of three years following the expiration or early termination of this contract and the Contractor shall annually provide the County with proof of renewal.

Subcontractors performing professional services for the Contractor must maintain limits of not less than \$1,000,000 with the same terms in this section.

Additional requirements

(a) **Additional Insured**

The required insurance policies, with the exception of the Workers Compensation and Professional Liability, shall name Cook County, its officials, employees and agents as additional insureds. Contractor's insurance shall be primary and non-contributory with any insurance or self-insurance maintained by Cook County. Any insurance or self-insurance maintained by Cook County shall be excess of the Contractor's insurance and shall not contribute with it. The full policy limits and scope of protection shall apply to Cook County as an additional insured even if they exceed the minimum insurance limits specified above.

(b) **Qualification of Insurers**

All insurance companies providing coverage shall be licensed or approved by the Department of Insurance, State of Illinois, and shall have a financial rating no lower than (A-) VII as listed in A.M. Best's Key Rating Guide, current edition or interim report. Companies with ratings lower than (A-) VII will be acceptable only upon consent of the Cook County Department of Risk Management. The insurance limits required herein may be satisfied by a combination of primary, umbrella and/or excess liability insurance policies.

(c) **Insurance Notices**

Contractor shall provide the Office of the Chief Procurement Officer with thirty (30) days advance written notice in the event any required insurance will be cancelled, materially reduced or non-renewed. Contractor shall secure replacement coverage to comply with the stated insurance requirements and provide new certificates of insurance to the Office of the Chief Procurement Officer.

Prior to the date on which Contractor commences performance of its part of the work, Contractor shall furnish to the Office of the Chief Procurement Officer certificates of insurance maintained by Contractor. The receipt of any certificate of insurance does not constitute agreement by the County that the insurance requirements have been fully met or that the insurance policies indicated on the certificate of insurance are in compliance with insurance required above.

In no event shall any failure of the County to receive certificates of insurance required hereof or to demand receipt of such Certificates of Insurance be construed as a waiver of Contractor's obligations to obtain insurance pursuant to these insurance requirements.

(d) **Waiver of Subrogation Endorsements**

All insurance policies must contain a Waiver of Subrogation Endorsement in favor of Cook County.

g) **Indemnification**

The Contractor covenants and agrees to indemnify and save harmless the County and its commissioners, officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of or incident to the performance or nonperformance of the Contract by the Contractor, or the acts or omissions of the officers, agents, employees, Contractors, subContractors, licensees or invitees of the Contractor. The Contractor expressly understands and agrees that any Performance Bond or insurance protection required of the Contractor, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify the County as hereinabove provided.

h) Confidentiality and Ownership of Documents

Contractor acknowledges and agrees that information regarding this Contract is confidential and shall not be disclosed, directly, indirectly or by implication, or be used by Contractor in any way, whether during the term of this Contract or at any time thereafter, except solely as required in the course of Contractor's performance hereunder. Contractor shall comply with the applicable privacy laws and regulations affecting County and will not disclose any of County's records, materials, or other data to any third party. Contractor shall not have the right to compile and distribute statistical analyses and reports utilizing data derived from information or data obtained from County without the prior written approval of County. In the event such approval is given, any such reports published and distributed by Contractor shall be furnished to County without charge.

All documents, data, studies, reports, work product or product created as a result of the performance of the Contract (the "Documents") shall be included in the Deliverables and shall be the property of the County of Cook. It shall be a breach of this Contract for the Contractor to reproduce or use any documents, data, studies, reports, work product or product obtained from the County of Cook or any Documents created hereby, whether such reproduction or use is for Contractor's own purposes or for those of any third party. During the performance of the Contract Contractor shall be responsible of any loss or damage to the Documents while they are in Contractor's possession, and any such loss or damage shall be restored at the expense of the Contractor. The County and its designees shall be afforded full access to the Documents and the work at all times.

i) Patents, Copyrights and Licenses

If applicable, Contractor shall furnish the Chief Procurement Officer with all licenses required for the County to utilize any software, including firmware or middleware, provided by Contractor as part of the Deliverables. Such licenses shall be clearly marked with a reference to the number of this County Contract. Contractor shall also furnish a copy of such licenses to the Chief Procurement Officer. Unless otherwise stated in these Contract documents, such licenses shall be perpetual and shall not limit the number of persons who may utilize the software on behalf of the County.

Contractor agrees to hold harmless and indemnify the County, its officers, agents, employees and affiliates from and defend, as permitted by Illinois law, at its own expense (including reasonable attorneys', accountants' and Contractors' fees), any suit or proceeding brought against County based upon a claim that the ownership and/or use of equipment, hardware and software or any part thereof provided to the County or utilized in performing Contractor's services constitutes an infringement of any patent, copyright or license or any other property right.

In the event the use of any equipment, hardware or software or any part thereof is enjoined, Contractor with all reasonable speed and due diligence shall provide or otherwise secure for County, at the Contractor's election, one of the following: the right to continue use of the equipment, hardware or software; an equivalent system having the Specifications as provided in this Contract; or Contractor shall modify the system or its component parts so that they become non-infringing while performing in a substantially similar manner to the original system, meeting the requirements of this Contract.

j) Examination of Records and Audits

The Contractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after the final payment under the Contract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices, and records of the Contractor related to the Contract, or to Contractor's compliance with any term, condition or provision thereof. The Contractor shall be responsible for establishing and maintaining records sufficient to document the costs associated with performance under the terms of this Contract.

The Contractor further agrees that it shall include in all of its subcontracts hereunder a provision to the effect that the Subcontractor agrees that the Cook County Auditor or any of its duly authorized representatives shall, until expiration of three (3) years after final payment under the subcontract, have access and the right to examine any books, documents, papers, canceled checks, bank statements, purveyor's and other invoices and records of such Subcontractor involving transactions relating to the subcontract, or to such Subcontractor compliance with any term, condition or provision thereunder or under the Contract.

In the event the Contractor receives payment under the Contract, reimbursement for which is later disallowed by the County, the Contractor shall promptly refund the disallowed amount to the County on request, or at the County's option, the County may credit the amount disallowed from the next payment due or to become due to the Contractor under any contract with the County.

To the extent this Contract pertains to Deliverables which may be reimbursable under the Medicaid or Medicare Programs, Contractor shall retain and make available upon request, for a period of four (4) years after furnishing services pursuant to this Agreement, the contract, books, documents and records which are necessary to certify the nature and extent of the costs of such services if requested by the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives.

If Contractor carries out any of its duties under the Agreement through a subcontract with a related organization involving a value of cost of \$10,000.00 or more over a 12 month period, Contractor will cause such subcontract to contain a clause to the effect that, until the expiration of four years after the furnishing of any service pursuant to said subcontract, the related organization will make available upon request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of said subcontract and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of such costs.

This paragraph relating to the retention and production of documents is included because of possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement; if this Section should be found to be inapplicable, then this paragraph shall be deemed inoperative and without force and effect.

k) Subcontracting or Assignment of Contract or Contract Funds

Once awarded, this Contract shall not be subcontracted or assigned, in whole or in part, without the advance written approval of the Chief Procurement Officer, which approval shall be granted or withheld at the sole discretion of the Chief Procurement Officer. In no case, however, shall such approval relieve the Contractor from its obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or any interest therein due or to become due without the advance written approval of the Chief Procurement Officer. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

Prior to the commencement of the Contract, the Contractor shall identify in writing to the Chief Procurement Officer the names of any and all Subcontractors it intends to use in the performance of the Contract by completing the Identification of Subcontractor/Supplier/SubContractor Form ("ISF"). The Chief Procurement Officer shall have the right to disapprove any Subcontractor. All Subcontractors shall be subject to the terms of this Contract. Contractor shall incorporate into all subcontracts all of the provisions of the Contract which affect such subcontract. Copies of subcontracts shall be provided to the Chief Procurement Officer upon request.

The Contractor must disclose the name and business address of each Subcontractor, attorney, lobbyist, accountant, Contractor and any other person or entity whom the Contractor has retained or expects to retain in connection with the Matter, as well as the nature of the relationship, and the total amount of the fees paid or estimated to be paid. The Contractor is not required to disclose employees who are paid or estimated to be paid. The Contractor is not required to disclose employees who are paid solely through the Contractor's regular payroll. "Lobbyist" means any person or entity who undertakes to influence any legislation or administrative action on behalf of any person or entity other than: (1) a not-for-profit entity, on an unpaid basis, or (2), himself.

"Lobbyist" also means any person or entity any part of whose duties as an employee of another includes undertaking to influence any legislative or administrative action. If the Contractor is uncertain whether a disclosure is required under this Section, the Contractor must either ask the County, whether disclosure is required or make the disclosure.

The County reserves the right to prohibit any person from entering any County facility for any reason. All Contractors and Subcontractor of the Contractor shall be accountable to the Chief Procurement Officer or his designee while on any County property and shall abide by all rules and regulations imposed by the County.

I) Professional Social Services

In accordance with 34-146, of the Cook County Procurement Code, all Contractors or providers providing services under a Professional Social Service Contracts or Professional Social Services Agreements, shall submit an annual performance report to the Using Agency, i.e., the agency for whom the Contractor or provider is providing the professional social services, that includes but is not limited to relevant statistics, an empirical analysis where applicable, and a written narrative describing the goals and objectives of the contract or agreement and programmatic outcomes. The annual performance report shall be provided and reported to the Cook County Board of Commissioners by the applicable Using Agency within forty-five days of receipt. Failure of the Contractor or provider to provide an annual performance report will be considered a breach of contract or agreement by the Contractor or provider, and may result in termination of the Contract or agreement.

For purposes of this Section, a Professional Social Service Contract or Professional Social Service Agreement shall mean any contract or agreement with a social service provider, including other governmental agencies, nonprofit organizations, or for profit business enterprises engaged in the field of and providing social services, juvenile justice, mental health treatment, alternative sentencing, offender rehabilitation, recidivism reduction, foster care, substance abuse treatment, domestic violence services, community transitioning services, intervention, or such other similar services which provide mental, social or physical treatment and services to individuals. Said Professional Social Service Contracts or Professional Social Service Agreements do not include CCHHS managed care contracts that CCHHS may enter into with health care providers.

ARTICLE 4) TERM OF PERFORMANCE

a) Term of Performance

This Agreement takes effect when approved by the Cook County Board and its term shall begin on July 1, 2016 ("Effective Date") and continue until June 30, 2017 or until this Agreement is terminated in accordance with its terms, whichever occurs first.

b) Timeliness of Performance

- i) Contractor must provide the Services and Deliverables within the term and within the time limits required under this Agreement, pursuant to the provisions of Section 4.a and Exhibit 1. Further, Contractor acknowledges that TIME IS OF THE ESSENCE and that the failure of Contractor to comply with the time limits described in this Section 4.b may result in economic or other losses to the County.
- ii) Neither Contractor nor Contractor's agents, employees nor Subcontractors are entitled to any damages from the County, nor is any party entitled to be reimbursed by the County, for damages, charges or other losses or expenses incurred by Contractor by reason of delays or hindrances in the performance of the Services, whether or not caused by the County.

c) Agreement Extension Option

The Chief Procurement Officer may at any time before this Agreement expires elect to extend this Agreement under the same terms and conditions as this original Agreement, except as provided otherwise in this Agreement, by notice in writing to Contractor. After notification by the Chief Procurement Officer, this Agreement must be modified to reflect the time extension in accordance with the provisions of Section 10.c.

ARTICLE 5) COMPENSATION

a) Basis of Payment

The County will pay Contractor according to the Schedule of Compensation in the attached Exhibit 2 for the successful completion of services.

b) Method of Payment

All invoices submitted by the Contractor shall be in accordance with the cost provisions contained in the Agreement and shall contain a detailed description of the Deliverables, including the quantity of the Deliverables, for which payment is requested. All invoices for services shall include itemized entries indicating the date or time period in which the services were provided, the amount of time spent performing the services, and a detailed description of the services provided during the period of the invoice. All invoices shall reflect the amounts invoiced by and the amounts paid to the Contractor as of the date of the invoice. Invoices for new charges shall not include "past due" amounts, if any, which amounts must be set forth on a separate invoice. Contractor shall not be entitled to invoice the County for any late fees or other penalties.

In accordance with Section 34-177 of the Cook County Procurement Code, the County shall have a right to set off and subtract from any invoice(s) or Contract price, a sum equal to any fines and penalties, including interest, for any tax or fee delinquency and any debt or obligation owed by the Contractor to the County.

The Contractor acknowledges its duty to ensure the accuracy of all invoices submitted to the County for payment. By submitting the invoices, the Contractor certifies that all itemized entries set forth in the invoices are true and correct. The Contractor acknowledges that by submitting the invoices, it certifies that it has delivered the Deliverables, i.e., the goods, supplies, services or equipment set forth in the Agreement to the Using Agency, or that it has properly performed the services set forth in the Agreement. The invoice must also reflect the dates and amount of time expended in the provision of services under the Agreement. The Contractor acknowledges that any inaccurate statements or negligent or intentional misrepresentations in the invoices shall result in the County exercising all remedies available to it in law and equity including, but not limited to, a delay in payment or non-payment to the Contractor, and reporting the matter to the Cook County Office of the Independent Inspector General.

When a Contractor receives any payment from the County for any supplies, equipment, goods, or services, it has provided to the County pursuant to its Agreement, the Contractor must make payment to its Subcontractors within 15 days after receipt of payment from the County, provided that such Subcontractor has satisfactorily provided the supplies, equipment, goods or services in accordance with the Contract and provided the Contractor with all of the documents and information required of the Contractor. The Contractor may delay or postpone payment to a Subcontractor when the Subcontractor's supplies, equipment, goods, or services do not comply with the requirements of the Contract, the Contractor is acting in good faith, and not in retaliation for a Subcontractor exercising legal or contractual rights.

c) Funding

The source of funds for payments under this Agreement is identified in Exhibit 2, Schedule of Compensation. Payments under this Agreement must not exceed the dollar amount shown in Exhibit 2 without a written amendment in accordance with Section 10.c.

d) Non-Appropriation

If no funds or insufficient funds are appropriated and budgeted in any fiscal period of the County for payments to be made under this Agreement, then the County will notify Contractor in writing of that occurrence, and this Agreement will terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification will be made to Contractor. No payments will be made or due to Contractor and under this Agreement beyond those amounts appropriated and budgeted by the County to fund payments under this Agreement.

e) **Taxes**

Federal Excise Tax does not apply to materials purchased by the County by virtue of Exemption Certificate No. 36-75-0038K. Illinois Retailers' Occupation Tax, Use Tax and Municipal Retailers' Occupation Tax do not apply to deliverables, materials or services purchased by the County by virtue of statute. The price or prices quoted herein shall include any and all other federal and/or state, direct and/or indirect taxes which apply to this Contract. The County's State of Illinois Sales Tax Exemption Identification No. is E-9998-2013-07.

f) **Price Reduction**

If at any time after the contract award, Contractor makes a general price reduction in the price of any of the Deliverables, the equivalent price reduction based on similar quantities and/or considerations shall apply to this Contract for the duration of the Contract period. For purposes of this Section 5.f., Price Reduction, a general price reduction shall include reductions in the effective price charged by Contractor by reason of rebates, financial incentives, discounts, value points or other benefits with respect to the purchase of the Deliverables. Such price reductions shall be effective at the same time and in the same manner as the reduction Contractor makes in the price of the Deliverables to its prospective customers generally.

g) **Contractor Credits**

To the extent the Contractor gives credits toward future purchases of goods or services, financial incentives, discounts, value points or other benefits based on the purchase of the materials or services provided for under this Contract, such credits belong to the County and not any specific Using Agency. Contractor shall reflect any such credits on its invoices and in the amounts it invoices the County.

ARTICLE 6) DISPUTES

Any dispute arising under the Contract between the County and Contractor shall be decided by the Chief Procurement Officer. The complaining party shall submit a written statement detailing the dispute and specifying the specific relevant Contract provision(s) to the Chief Procurement Officer. Upon request of the Chief Procurement Officer, the party complained against shall respond to the complaint in writing within five days of such request. The Chief Procurement Officer will reduce her decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Chief Procurement Officer will be final and binding. Dispute resolution as provided herein shall be a condition precedent to any other action at law or in equity. However, unless a notice is issued by the Chief Procurement Officer indicating that additional time is required to review a dispute, the parties may exercise their contractual remedies, if any, if no decision is made within sixty (60) days following notification to the Chief Procurement Officer of a dispute. No inference shall be drawn from the absence of a decision by the Chief Procurement Officer.

Notwithstanding a dispute, Contractor shall continue to discharge all its obligations, duties and responsibilities set forth in the Contract during any dispute resolution proceeding unless otherwise agreed to by the County in writing.

ARTICLE 7) COOPERATION WITH INSPECTOR GENERAL AND COMPLIANCE WITH ALL LAWS

The Contractor, Subcontractor, licensees, grantees or persons or businesses who have a County contract, grant, license, or certification of eligibility for County contracts shall abide by all of the applicable provisions of the Office of the Independent Inspector General Ordinance (Section 2-281 et. seq. of the Cook County Code of Ordinances). Failure to cooperate as required may result in monetary and/or other penalties.

The Contractor shall observe and comply with the laws, ordinances, regulations and codes of the Federal, State, County and other local government agencies which may in any manner affect the performance of the Contract including, but not limited to, those County Ordinances set forth in the Certifications attached hereto and incorporated herein. Assurance of compliance with this requirement by the Contractor's employees, agents or Subcontractor shall be the responsibility of the Contractor.

The Contractor shall secure and pay for all federal, state and local licenses, permits and fees required hereunder.

ARTICLE 8) SPECIAL CONDITIONS

a) Warranties and Representations

In connection with signing and carrying out this Agreement, Contractor:

- i) warrants that Contractor is appropriately licensed under Illinois law to perform the Services required under this Agreement and will perform no Services for which a professional license is required by law and for which Contractor is not appropriately licensed;
- ii) warrants it is financially solvent; it and each of its employees, agents and Subcontractors of any tier are competent to perform the Services required under this Agreement; and Contractor is legally authorized to execute and perform or cause to be performed this Agreement under the terms and conditions stated in this Agreement;
- iii) warrants that it will not knowingly use the services of any ineligible Contractor or Subcontractor for any purpose in the performance of its Services under this Agreement;

- iv) warrants that Contractor and its Subcontractors are not in default at the time this Agreement is signed, and has not been considered by the Chief Procurement Officer to have, within 5 years immediately preceding the date of this Agreement, been found to be in default on any contract awarded by the County;
- v) represents that it has carefully examined and analyzed the provisions and requirements of this Agreement; it understands the nature of the Services required; from its own analysis it has satisfied itself as to the nature of all things needed for the performance of this Agreement; this Agreement is feasible of performance in accordance with all of its provisions and requirements, and Contractor warrants it can and will perform, or cause to be performed, the Services in strict accordance with the provisions and requirements of this Agreement;
- vi) represents that Contractor and, to the best of its knowledge, its Subcontractors are not in violation of the provisions of the Illinois Criminal Code, 720 ILCS 5/33E as amended; and
- vii) acknowledges that any certification, affidavit or acknowledgment made under oath in connection with this Agreement is made under penalty of perjury and, if false, is also cause for termination under Sections 9.a and 9.c.

b) Ethics

In addition to the foregoing warranties and representations, Contractor warrants:

- (i) no officer, agent or employee of the County is employed by Contractor or has a financial interest directly or indirectly in this Agreement or the compensation to be paid under this Agreement except as may be permitted in writing by the Board of Ethics.
- (ii) no payment, gratuity or offer of employment will be made in connection with this Agreement by or on behalf of any Subcontractors to the prime Contractor or higher tier Subcontractors or anyone associated with them, as an inducement for the award of a subcontract or order.

c) Joint and Several Liability

If Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or a combination of them), then under this Agreement, each and without limitation every obligation or undertaking in this Agreement to be fulfilled or performed by Contractor is the joint and several obligation or undertaking of each such individual or other legal entity.

d) **Business Documents**

At the request of the County, Contractor must provide copies of its latest articles of incorporation, by-laws and resolutions, or partnership or joint venture agreement, as applicable.

e) **Conflicts of Interest**

- i) No member of the governing body of the County or other unit of government and no other officer, employee or agent of the County or other unit of government who exercises any functions or responsibilities in connection with the Services to which this Agreement pertains is permitted to have any personal interest, direct or indirect, in this Agreement. No member of or delegate to the Congress of the United States or the Illinois General Assembly and no Commissioner of the Cook County Board or County employee is allowed to be admitted to any share or part of this Agreement or to any financial benefit to arise from it.
- ii) Contractor covenants that it, and to the best of its knowledge, its Subcontractors if any (collectively, "**Consulting Parties**"), presently have no direct or indirect interest and will not acquire any interest, direct or indirect, in any project or contract that would conflict in any manner or degree with the performance of its Services under this Agreement.
- iii) Upon the request of the County, Contractor must disclose to the County its past client list and the names of any clients with whom it has an ongoing relationship. Contractor is not permitted to perform any Services for the County on applications or other documents submitted to the County by any of Contractor's past or present clients. If Contractor becomes aware of a conflict, it must immediately stop work on the assignment causing the conflict and notify the County.
- iv) Without limiting the foregoing, if the Consulting Parties assist the County in determining the advisability or feasibility of a project or in recommending, researching, preparing, drafting or issuing a request for proposals or bid specifications for a project, the Consulting Parties must not participate, directly or indirectly, as a prime, Subcontractor or joint venturer in that project or in the preparation of a proposal or bid for that project during the term of this Agreement or afterwards. The Consulting Parties may, however, assist the County in reviewing the proposals or bids for the project if none of the Consulting Parties have a relationship with the persons or entities that submitted the proposals or bids for that project.

- v) The Contractor further covenants that, in the performance of this Agreement, no person having any conflicting interest will be assigned to perform any Services or have access to any confidential information, as defined in Section 3.h of this Agreement. If the County, by the Chief Procurement Officer in his reasonable judgment, determines that any of Contractor's Services for others conflict with the Services Contractor is to render for the County under this Agreement, Contractor must terminate such other services immediately upon request of the County.
- vi) Furthermore, if any federal funds are to be used to compensate or reimburse Contractor under this Agreement, Contractor represents that it is and will remain in compliance with federal restrictions on lobbying set forth in Section 319 of the Department of the Interior and Related Agencies Appropriations Act for Fiscal year 1990, 31 U.S.C. § 1352, and related rules and regulations set forth at 54 Fed. Reg. 52,309 ff. (1989), as amended. If federal funds are to be used, Contractor must execute a Certification Regarding Lobbying, which will be attached as an exhibit and incorporated by reference as if fully set forth here.

f) Non-Liability of Public Officials

Contractor and any assignee or Subcontractor of Contractor must not charge any official, employee or agent of the County personally with any liability or expenses of defense or hold any official, employee or agent of the County personally liable to them under any term or provision of this Agreement or because of the County's execution, attempted execution or any breach of this Agreement.

**ARTICLE 9) EVENTS OF DEFAULT, REMEDIES, TERMINATION, SUSPENSION
AND RIGHT TO OFFSET**

a) Events of Default Defined

The following constitute events of default:

- i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance, made by Contractor to the County.
- ii) Contractor's material failure to perform any of its obligations under this Agreement including the following:
 - (a) Failure due to a reason or circumstances within Contractor's reasonable control to perform the Services with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;

- (b) Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer or inability to perform the Services satisfactorily as a result of insolvency, filing for bankruptcy or assignment for the benefit of creditors;
 - (c) Failure to promptly re-perform within a reasonable time Services that were rejected as erroneous or unsatisfactory;
 - (d) Discontinuance of the Services for reasons within Contractor's reasonable control; and
 - (e) Failure to comply with any other material term of this Agreement, including the provisions concerning insurance and nondiscrimination.
- iii) Any change in ownership or control of Contractor without the prior written approval of the Chief Procurement Officer, which approval the Chief Procurement Officer will not unreasonably withhold.
 - iv) Contractor's default under any other agreement it may presently have or may enter into with the County during the life of this Agreement. Contractor acknowledges and agrees that in the event of a default under this Agreement the County may also declare a default under any such other Agreements.
 - v) Failure to comply with Article 7 in the performance of the Agreement.
 - vi) Contractor's repeated or continued violations of County ordinances unrelated to performance under the Agreement that in the opinion of the Chief Procurement Officer indicate a willful or reckless disregard for County laws and regulations.

b) Remedies

The occurrence of any event of default permits the County, at the County's sole option, to declare Contractor in default. The Chief Procurement Officer may in his sole discretion give Contractor an opportunity to cure the default within a certain period of time, which period of time must not exceed 30 days, unless extended by the Chief Procurement Officer. Whether to declare Contractor in default is within the sole discretion of the Chief Procurement Officer and neither that decision nor the factual basis for it is subject to review or challenge under the Disputes provision of this Agreement.

The Chief Procurement Officer will give Contractor written notice of the default, either in the form of a cure notice ("**Cure Notice**"), or, if no opportunity to cure will be granted, a default notice ("**Default Notice**"). If the Chief Procurement Officer gives a Default Notice, he will also indicate any present intent he may have to terminate this Agreement, and the decision to terminate (but not the decision not to terminate) is final and effective upon giving the notice. The Chief Procurement Officer may give a Default Notice if Contractor fails to affect a cure within the cure period given in a Cure Notice. When a Default Notice with intent to terminate is given as provided in this Section 9.b and Article 11, Contractor must discontinue any Services, unless otherwise directed in the notice, and deliver all materials accumulated in the performance of this Agreement, whether completed or in the process, to the County. After giving a Default Notice, the County may invoke any or all of the following remedies:

- i) The right to take over and complete the Services, or any part of them, at Contractor's expense and as agent for Contractor, either directly or through others, and bill Contractor for the cost of the Services, and Contractor must pay the difference between the total amount of this bill and the amount the County would have paid Contractor under the terms and conditions of this Agreement for the Services that were assumed by the County as agent for the Contractor under this Section 9.b;
- ii) The right to terminate this Agreement as to any or all of the Services yet to be performed effective at a time specified by the County;
- iii) The right of specific performance, an injunction or any other appropriate equitable remedy;
- iv) The right to money damages;
- v) The right to withhold all or any part of Contractor's compensation under this Agreement;
- vi) The right to consider Contractor non-responsible in future contracts to be awarded by the County.

If the Chief Procurement Officer considers it to be in the County's best interests, he may elect not to declare default or to terminate this Agreement. The parties acknowledge that this provision is solely for the benefit of the County and that if the County permits Contractor to continue to provide the Services despite one or more events of default, Contractor is in no way relieved of any of its responsibilities, duties or obligations under this Agreement, nor does the County waive or relinquish any of its rights.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy is cumulative and is in addition to any other remedies, existing now or later, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any event of default impairs any such right or power, nor is it a waiver of any event of default nor acquiescence in it, and every such right and power may be exercised from time to time and as often as the County considers expedient.

c) Early Termination

In addition to termination under Sections 9.a and 9.b of this Agreement, the County may terminate this Agreement, or all or any portion of the Services to be performed under it, at any time by a notice in writing from the County to Contractor. The County will give notice to Contractor in accordance with the provisions of Article 11. The effective date of termination will be the date the notice is received by Contractor or the date stated in the notice, whichever is later. If the County elects to terminate this Agreement in full, all Services to be provided under it must cease and all materials that may have been accumulated in performing this Agreement, whether completed or in the process, must be delivered to the County effective 10 days after the date the notice is considered received as provided under Article 11 of this Agreement (if no date is given) or upon the effective date stated in the notice.

After the notice is received, Contractor must restrict its activities, and those of its Subcontractors, to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in Article 5, but if any compensation is described or provided for on the basis of a period longer than 10 days, then the compensation must be prorated accordingly. No amount of compensation, however, is permitted for anticipated profits on unperformed Services. The County and Contractor must attempt to agree on the amount of compensation to be paid to Contractor, but if not agreed on, the dispute must be settled in accordance with Article 6 of this Agreement. The payment so made to Contractor is in full settlement for all Services satisfactorily performed under this Agreement.

Contractor must include in its contracts with Subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the County arising from termination of subcontracts after the early termination. Contractor will not be entitled to make any early termination claims against the County resulting from any Subcontractor's claims against Contractor or the County to the extent inconsistent with this provision.

If the County's election to terminate this Agreement for default under Sections 9.a and 9.b is determined in a court of competent jurisdiction to have been wrongful, then in that case the termination is to be considered to be an early termination under this Section 9.c.

d) Suspension

The County may at any time request that Contractor suspend its Services, or any part of them, by giving 15 days prior written notice to Contractor or upon informal oral, or even no notice, in the event of emergency. No costs incurred after the effective date of such suspension are allowed. Contractor must promptly resume its performance of the Services under the same terms and conditions as stated in this Agreement upon written notice by the Chief Procurement Officer and such equitable extension of time as may be mutually agreed upon by the Chief Procurement Officer and Contractor when necessary for continuation or completion of Services. Any additional costs or expenses actually incurred by Contractor as a result of recommencing the Services must be treated in accordance with the compensation provisions under Article 5 of this Agreement.

No suspension of this Agreement is permitted in the aggregate to exceed a period of 45 days within any one year of this Agreement. If the total number of days of suspension exceeds 45 days, Contractor by written notice may treat the suspension as an early termination of this Agreement under Section 9.c.

e) Right to Offset

In connection with performance under this Agreement, the County may offset any excess costs incurred:

- i) if the County terminates this Agreement for default or any other reason resulting from Contractor's performance or non-performance;
- ii) if the County exercises any of its remedies under Section 9.b of this Agreement;
or
- iii) if the County has any credits due or has made any overpayments under this Agreement.

The County may offset these excess costs by use of any payment due for Services completed before the County terminated this Agreement or before the County exercised any remedies. If the amount offset is insufficient to cover those excess costs, Contractor is liable for and must promptly remit to the County the balance upon written demand for it. This right to offset is in addition to and not a limitation of any other remedies available to the County.

f) Delays

Contractor agrees that no charges or claims for damages shall be made by Contractor for any delays or hindrances from any cause whatsoever during the progress of any portion of this Contract.

g) Prepaid Fees

In the event this Contract is terminated by either party, for cause or otherwise, and the County has prepaid for any Deliverables, Contractor shall refund to the County, on a prorated basis to the effective date of termination, all amounts prepaid for Deliverables not actually provided as of the effective date of the termination. The refund shall be made within fourteen (14) days of the effective date of termination.

ARTICLE 10) GENERAL CONDITIONS

a) Entire Agreement

i) General

This Agreement, and the exhibits attached to it and incorporated in it, constitute the entire agreement between the parties and no other warranties, inducements, considerations, promises or interpretations are implied or impressed upon this Agreement that are not expressly addressed in this Agreement.

ii) No Collateral Agreements

Contractor acknowledges that, except only for those representations, statements or promises expressly contained in this Agreement and any exhibits attached to it and incorporated by reference in it, no representation, statement or promise, oral or in writing, of any kind whatsoever, by the County, its officials, agents or employees, has induced Contractor to enter into this Agreement or has been relied upon by Contractor, including any with reference to:

- (a) the meaning, correctness, suitability or completeness of any provisions or requirements of this Agreement;
- b) the nature of the Services to be performed;
- (c) the nature, quantity, quality or volume of any materials, equipment, labor and other facilities needed for the performance of this Agreement;
- (d) the general conditions which may in any way affect this Agreement or its performance;
- (e) the compensation provisions of this Agreement; or
- (f) any other matters, whether similar to or different from those referred to in (a) through (e) immediately above, affecting or having any connection with this Agreement, its negotiation, any discussions of its performance or those employed or connected or concerned with it.

iii) **No Omissions**

Contractor acknowledges that Contractor was given an opportunity to review all documents forming this Agreement before signing this Agreement in order that it might request inclusion in this Agreement of any statement, representation, promise or provision that it desired or on that it wished to place reliance. Contractor did so review those documents, and either every such statement, representation, promise or provision has been included in this Agreement or else, if omitted, Contractor relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance on it or making any other claim on account of its omission.

b) **Counterparts**

This Agreement is comprised of several identical counterparts, each to be fully signed by the parties and each to be considered an original having identical legal effect.

c) **Contract Amendments**

The parties may during the term of the Contract make amendments to the Contract but only as provided in this section. Such amendments shall only be made by mutual agreement in writing.

In the case of Contracts not approved by the Board, the Chief Procurement Officer may amend a contract provided that any such amendment does not extend the Contract by more than one (1) year, and further provided that the total cost of all such amendments does not increase the total amount of the Contract beyond \$150,000. Such action may only be made with the advance written approval of the Chief Procurement Officer. If the amendment extends the Contract beyond one (1) year or increases the total award amount beyond \$150,000, then Board approval will be required.

No Using Agency or employee thereof has authority to make any amendments to this Contract. Any amendments to this Contract made without the express written approval of the Chief Procurement Officer is void and unenforceable.

Contractor is hereby notified that, except for amendments which are made in accordance with this Section 10.c. Contract Amendments, no Using Agency or employee thereof has authority to make any amendment to this Contract.

d) Governing Law and Jurisdiction

This Contract shall be governed by and construed under the laws of the State of Illinois. The Contractor irrevocably agrees that, subject to the County's sole and absolute election to the contrary, any action or proceeding in any way, manner or respect arising out of the Contract, or arising from any dispute or controversy arising in connection with or related to the Contract, shall be litigated only in courts within the Circuit Court of Cook County, State of Illinois, and the Contractor consents and submits to the jurisdiction thereof. In accordance with these provisions, Contractor waives any right it may have to transfer or change the venue of any litigation brought against it by the County pursuant to this Contract.

e) Severability

If any provision of this Agreement is held or considered to be or is in fact invalid, illegal, inoperative or unenforceable as applied in any particular case in any jurisdiction or in all cases because it conflicts with any other provision or provisions of this Agreement or of any constitution, statute, ordinance, rule of law or public policy, or for any other reason, those circumstances do not have the effect of rendering the provision in question invalid, illegal, inoperative or unenforceable in any other case or circumstances, or of rendering any other provision or provisions in this Agreement invalid, illegal, inoperative or unenforceable to any extent whatsoever. The invalidity, illegality, inoperativeness or unenforceability of any one or more phrases, sentences, clauses or sections in this Agreement does not affect the remaining portions of this Agreement or any part of it.

f) Assigns

All of the terms and conditions of this Agreement are binding upon and inure to the benefit of the parties and their respective legal representatives, successors and assigns.

g) Cooperation

Contractor must at all times cooperate fully with the County and act in the County's best interests. If this Agreement is terminated for any reason, or if it is to expire on its own terms, Contractor must make every effort to assure an orderly transition to another provider of the Services, if any, orderly demobilization of its own operations in connection with the Services, uninterrupted provision of Services during any transition period and must otherwise comply with the reasonable requests and requirements of the Using Agency in connection with the termination or expiration.

h) Waiver

Nothing in this Agreement authorizes the waiver of a requirement or condition contrary to law or ordinance or that would result in or promote the violation of any federal, state or local law or ordinance.

Whenever under this Agreement the County by a proper authority waives Contractor's performance in any respect or waives a requirement or condition to either the County's or Contractor's performance, the waiver so granted, whether express or implied, only applies to the particular instance and is not a waiver forever or for subsequent instances of the performance, requirement or condition. No such waiver is a modification of this Agreement regardless of the number of times the County may have waived the performance, requirement or condition. Such waivers must be provided to Contractor in writing.

i) Independent Contractor

This Agreement is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, corporation or other formal business association or organization of any kind between Contractor and the County. The rights and the obligations of the parties are only those expressly set forth in this Agreement. Contractor must perform under this Agreement as an independent Contractor and not as a representative, employee, agent, or partner of the County.

This Agreement is between the County and an independent Contractor and, if Contractor is an individual, nothing provided for under this Agreement constitutes or implies an employer-employee relationship such that:

- i) The County will not be liable under or by reason of this Agreement for the payment of any compensation award or damages in connection with the Contractor performing the Services required under this Agreement.
- ii) Contractor is not entitled to membership in the County Pension Fund, Group Medical Insurance Program, Group Dental Program, Group Vision Care, Group Life Insurance Program, Deferred Income Program, vacation, sick leave, extended sick leave, or any other benefits ordinarily provided to individuals employed and paid through the regular payrolls of the County.
- iii) The County is not required to deduct or withhold any taxes, FICA or other deductions from any compensation provided to the Contractor.

j) Governmental Joint Purchasing Agreement

Pursuant to Section 4 of the Illinois Governmental Joint Purchasing Act (30 ILCS 525) and the Joint Purchase Agreement approved by the Cook County Board of Commissioners (April 9, 1965), other units of government may purchase goods or services under this contract.

In the event that other agencies participate in a joint procurement, the County reserves the right to renegotiate the price to accommodate the larger volume.

k) Comparable Government Procurement

As permitted by the County of Cook, other government entities, if authorized by law, may wish to purchase the goods, supplies, services or equipment under the same terms and conditions contained in this Contract (i.e., comparable government procurement). Each entity wishing to reference this Contract must have prior authorization from the County of Cook and the Contractor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring the goods, supplies, equipment or services supplies/services. The County shall not be held responsible for any orders placed, deliveries made or payment for the goods, supplies, equipment or services supplies/services ordered by these entities. Each entity reserves the right to determine the amount of goods, supplies, equipment or services it wishes to purchase under this Contract.

l) Force Majeure

Neither Contractor nor County shall be liable for failing to fulfill any obligation under this Contract if such failure is caused by an event beyond such party's reasonable control and which is not caused by such party's fault or negligence. Such events shall be limited to acts of God, acts of war, fires, lightning, floods, epidemics, or riots.

ARTICLE 11) NOTICES

All notices required pursuant to this Contract shall be in writing and addressed to the parties at their respective addresses set forth below. All such notices shall be deemed duly given if hand delivered or if deposited in the United States mail, postage prepaid, registered or certified, return receipt requested. Notice as provided herein does not waive service of summons or process.

If to the County: Justice Advisory Council
69 West Washington Street, Suite 1100
Chicago, Illinois 60602
Attention: Lanetta Haynes Turner, Director

and

Cook County Chief Procurement Officer
118 North Clark Street, Room 1018
Chicago, Illinois 60602
(Include County Contract Number on all notices)

If to Contractor: McDermott Center, d/b/a Haymarket Center
932 West Washington Boulevard
Chicago, Illinois 60607
Attention: Raymond F. Soucek, President

Changes in these addresses must be in writing and delivered in accordance with the provisions of this Article 11. Notices delivered by mail are considered received three days after mailing in accordance with this Article 11. Notices delivered personally are considered effective upon receipt. Refusal to accept delivery has the same effect as receipt.

ARTICLE 12) AUTHORITY

Execution of this Agreement by Contractor is authorized by a resolution of its Board of Directors, if a corporation, or similar governing document, and the signature(s) of each person signing on behalf of Contractor have been made with complete and full authority to commit Contractor to all terms and conditions of this Agreement, including each and every representation, certification and warranty contained in it, including the representations, certifications and warranties collectively incorporated by reference in it.

Contract No. 1653-1 5275C
Recidivism Reduction Demonstration Grants (\$100,000)

EXHIBIT 1

SCOPE OF SERVICES

Section B: Executive Summary & Organizational Chart

Agency Description. The McDermott Center dba Haymarket Center is Chicago's largest non-profit provider of treatment for substance use and mental health disorders, serving over 16,000 clients annually. Haymarket is the only treatment facility in Cook County that offers both men and women a comprehensive continuum of care defined by the American Society of Addictions Medicine (ASAM) including detoxification, residential treatment, intensive outpatient and outpatient treatment, and recovery homes. To maximize treatment outcomes and reduce recidivism, Haymarket also provides a wide variety of recovery support services including an onsite medical clinic, DCFS-licensed daycare, mental health counseling, job-readiness training and placement, transitional jobs, case management, and other services.

Haymarket offers specialized programming for women in all levels of care. Haymarket operates six different residential treatment programs for women, including treatment for pregnant and postpartum women, many of whom are involved in the criminal justice system, a program for women with histories of criminal justice involvement including prostitution, and an integrated treatment unit for co-occurring substance use and mental health disorders. Haymarket also operates three different recovery homes designed to address the diverse housing needs of women. Outpatient programs emphasize relapse prevention and provide outreach, transportation, and childcare. Within our main facility, we serve nearly 155 women per day in residential programming in 16 detoxification beds, 96 residential treatment beds, and 43 recovery home beds. Each day, 35 to 40 children are in residence with their mothers.

Summary of Proposed Program. Haymarket's proposes START Recovery to reduce recidivism in victims of prostitution. The program will serve the women's needs in the areas of **health and housing** with a particular focus on their behavioral health needs. START Recovery

will implement lessons learned from our COPE Drop-In Center which was funded through a FY16 Recidivism Reduction Grant from the Justice Advisory Council. The START Recovery Program will provide immediate access to Screening, Trauma Assistance, Residential Treatment (START) and Recovery support through a 24-hour triage center operated by a project recovery coach and trauma counselor at Haymarket Center. Women can self-refer to the program 24-hours a day. Twenty-four hour referrals will also be received from the Human Trafficking Hotline, Cook County Sheriff and other sources. Project staff will also be present at Chicago's Prostitution and Trafficking Intervention Court and Bond Court within the Cook County Jail to divert women into services.

Clients will meet with a project-funded recovery coach and trauma counselor who will provide crisis intervention, assessments, and linkage to on-site services to meet their immediate needs and to reduce recidivism. The project recovery coach will provide individual recovery planning, linkage to services, motivational enhancement, and weekly evidence-based *Moral Reconation Therapy* and *My Life, My Choice* sessions to help women leave the lifestyle. A project trauma counselor will provide crisis intervention and individual and group trauma counseling. Women diagnosed with a substance use disorder will be offered admission to an appropriate onsite treatment program based on their assessed level of need such as Haymarket's 16-bed residential program designed for women with corrections backgrounds. Program oversight will be provided by Haymarket's Clinical Director, Kenyatta Cathey, LCPC, who reports to Haymarket's Vice President of Clinical Services, Dan Lustig, Psy.D. The project will be managed by Laurie Graciana Jones, CADC, Haymarket's Manager of Corrections Programs.

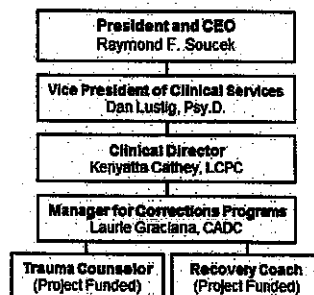
Experience with Similar Programs. In 2011, Haymarket received funding from the Illinois Criminal Justice Information Authority to open an eight-bed recovery home for women

identified as victims of prostitution by the Cook County SWJP, the Cook County Sheriff's Police Department Vice Unit, and specialty courts, including the WINGS (Women In Need of Gender-specific Services) Court. The COPE (Community Outreach Program Enhancement) recovery home provides immediate access and comprehensive support for up to 90-days and addresses trauma, substance use, mental illness, homelessness, and other needs of the women.

In the past, Haymarket operated the Sheriff's Female Furlough and Women's Residential programs within the Cook County Jail, operated a recovery home for women on POWER probation through funding from the Cook County Adult Probation Department, and received funding through the Bureau of Justice Assistance to transition women from the Sheriff's Female Furlough program to treatment in the community. Haymarket also successfully completed a project funded through the Substance Abuse and Mental Health Services Administration that provided recovery coaching services to the Lake County Drug Court.

Track Record of Success. Independent evaluation of a SAMSHA-funded project at Haymarket that provided services to women similar to the target population of this project showed a 99% reduction in criminal behavior at 6-month follow-up. In 2011, the COPE Program diverted 200 victims of prostitution to Haymarket with 80% successfully completing substance use and trauma counseling. In the eight months of operation of the COPE Drop-In Center, 56 women were diverted to treatment at Haymarket Center.

Program Organizational Chart.



Section C: Description of the Problem and Target Population

Description of the Problem. Victims of prostitution are one of the largest and most vulnerable populations of women in the Cook County Jail.¹ They face issues such as addiction, mental health problems, and chronic homelessness. Most have extended histories of physical, emotional, and sexual abuse, often dating back to early childhood which is intimately linked to their criminal behaviors.² A recent study of women detained in the Cook County Jail found that 63% had symptoms of PTSD with the most severe PTSD symptoms correlated with the severity of substance use disorders.³ Trauma victims often use drugs to self-medicate to deal with PTSD

Figure 1: Prior Arrests for Female Pre-Trial Detainees		
Offense	Mean	Median
Violent	14.9	8
DUI	20.3	15
Drug	25.2	20
Property	33.4	25
Prostitution	46.2	39
All	23.1	16

symptoms and enter prostitution and commit non-violent crimes such as prostitution to meet survival needs and to obtain money to support their habits.⁴ As seen in Figure 1, women arrested for prostitution have the highest rate of prior arrests, compared to women arrested for other offenses.⁵

This vicious cycle of drugs, trauma, and crime can only be addressed by offering immediate access to residential treatment and trauma counseling to address the underlying causes of criminal behavior. Currently, Haymarket has one of the only residential programs dedicated to serving victims of prostitution. In order to connect victims of prostitution to needed services and reduce recidivism, Haymarket opened the COPE Program, in 2011. COPE is an 8-bed residential unit which addresses trauma and substance abuse and has the capacity to serve at least

¹ Escobar, G. and Olson, D. 2012. "A profile of women released into Cook County communities from jail and prison." *Loyola eCommons: Criminal Justice & Criminology: Faculty Publications & Other Works*.

² Vaddiparti K., Bogetto J., Callahan C., Abdallah A.B., Spitznagel E.L., and Cottler L.B. 2006. "The effects of childhood trauma on sex trading in substance using women." *Arch Sex Behav.* 35, 451-459.

³ Scott, K., Coleman-Cowger, V.H., Funk, R.R. 2014. "Trauma and PTSD among substance using women entering the Cook County Jail." *Women & Criminal Justice* 24, 44-61.

⁴ Covington, S. S. and Bloom, B.E. 2006. "Gender-Responsive Treatment and Services in Correctional Settings." In Elaine Leeder, Ed., *Inside and Out: Women, Prison and Therapy*. Binghamton, NY: Haworth Press, Inc.

⁵ Escobar, G. and Olson, D. 2012. "A profile of women released into Cook County communities from jail and prison." *Loyola eCommons: Criminal Justice & Criminology: Faculty Publications & Other Works*.

32 women annually. However, with over 1,300 arrests for prostitution annually in Chicago, COPE could not accommodate the massive number referrals of women needing residential care. To respond to this growing need, Haymarket received a FY16 Recidivism Reduction Grant from the JAC to open a COPE Drop-In Center (CDIC) which women could access 24-hours a day and receive respite care and be engaged into residential treatment at Haymarket. In the project's first eight months, the CDIC has been able to place an additional 56 women into residential programs at Haymarket. **However, without further funding, this highly effective and needed program will close, leaving these women without a place to go.**

Target Population. The target population will be adult women and female identifying transgender individuals who are victims of prostitution with high rates of trauma, substance abuse and criminal backgrounds placing them at high risk for recidivism. The target population will closely mirror the women Haymarket currently serves in CDIC. Of the clients served, 98% were female, 2% transgender, 51% African American, 34% Caucasian, 9% Hispanic, and 6% other. All were diagnosed with severe trauma and substance use disorders, and 89% had a co-occurring mental health disorder. All had annual incomes of \$10,000 or less, 97% lacked legal employment, 75% were homeless, and 71% had no high school diploma. All of the women had been arrested multiple times with **an average of 30.4 arrests per person for crimes to support their drug addiction.** In the 90 days before admission, 50% served time in a Cook County jail.

All the women served will be at high risk for recidivism as evidenced by their extensive criminal histories, high rates of unemployment, low educational levels, and severe alcohol and drug problems. Research shows that their trauma and substance use should be treated simultaneously, along with assistance to build skills to help them leave the lifestyle. Otherwise,

these women will continue to participate in prostitution and other drug related crimes to support their addictions.⁶

Prevalence of Reentry in the Target Communities. The project will target all of Cook County especially Austin, Humboldt Park, and West Garfield Park on the west side and Englewood, West Englewood, Roseland, and Auburn Gresham on the south side where most of the women seeking services in the COPE drop-in center reside. In 2015, these seven communities accounted for 65% of all prostitution arrests in Chicago.⁷ In 2011, 4,732 parolees returned to these communities from IDOC facilities and thousands more from Cook County Jail, creating a significant influx of individuals who are unemployed, abuse substances, and resort to illegal activity for income.

Impact of Recidivism on the Community. Women find that returning to these communities is an overwhelming challenge. In addition to 65% of all prostitution arrests, these communities accounted for 43% of Chicago's drug arrests and 32% its violent crimes in 2015. This greatly increases the likelihood that these women will be exposed to relapse triggers that can lead to drug and alcohol use, resuming the prostitution lifestyle, and experiencing more trauma, thereby perpetuating their drug use, prostitution, and involvement with the criminal justice system.⁸ Furthermore, the high incarceration rates in these communities, destabilizes families. Children are at high risk for abuse and drug use when their parents become incarcerated, perpetuating intergenerational trauma and familial recidivism.

⁶ Kurtz S, Surratt H, Kiley M, and Inciardi, J. 2005. "Barriers to Health and Social Services for Street-Based Sex Workers." *Journal of Health Care for the Poor and Underserved* 16: 345-361.

⁷ Chicago CLEARMap Retrieved from <http://gis.chicagopolice.org/>

⁸ Cauhan, P., Repucci, N.D. et.al. 2009. "Racial differences in the associations of neighborhood disadvantage, exposure to violence, and criminal recidivism among female juvenile offenders." *Behav. Sci. Law.* 27, 531-552.

Section D: Proposed Program and Implementation Schedule

Program Activities and Components. Haymarket proposes **START Recovery** to reduce recidivism in women and female identifying transgender individuals at risk for arrest for prostitution. START Recovery will provide immediate access to Screening, Trauma Assistance, Residential Treatment (START) and Recovery support through a 24-hour triage center operated by a project recovery coach and trauma counselor at Haymarket Center. START Recovery will implement lessons learned from the COPE Drop-In Center developed through funding from the JAC in 2015. Seventy-five women will be served over the year-long funding period. Haymarket commits to providing all of the services listed in the RFA. The program will serve the women's needs in the areas of **health** and **housing** with a particular focus on their behavioral health needs. Haymarket will leverage housing, treatment, and a wide variety of recovery support services.

Engagement. A project recovery coach and trauma counselor will continue to operate a 24-hour triage center located at Haymarket Center's main facility on the near west side. The triage center will be accessible to women 24 hours a day and receive 24-hour referrals from the Human Trafficking Hotline, Cook County Sheriff and other sources. The recovery coach and trauma counselor will also attend Chicago's Prostitution and Trafficking Intervention Court which has been a highly successful referral source for women in need of residential services. Project staff will also attend Bond Court in the Cook County Jail to divert women into services.

Screening and Trauma Assistance. The project recovery coach will conduct a trauma-informed needs assessment, screen the women for substance use and mental health disorders and use motivational interviewing to engage the women into services. A trauma counselor will provide crisis intervention, as needed; ensure the physical and emotional safety of the women and affirm the women's role as an active partner in her care.

Residential Treatment. Because most of the women will be engaged into the program after an arrest or an acute substance use episode, they will be offered immediate access to safe temporary housing at Haymarket Center. The women will have access to bathroom and shower facilities, change of clothes, hygiene products, food, and other services. Haymarket has 24-hour nurses and an on-site medical clinic to address medical needs. Women who are intoxicated will be engaged into the women's medically monitored detoxification unit. Within three days of referral, women will receive a comprehensive assessment using the evidenced-based Global Appraisal of Individual Needs (GAIN),⁹ to obtain a detailed substance use diagnosis, trauma history, assessment of service needs, and a diagnostic summary. Results of the GAIN are used to place women in the appropriate substance use treatment program and for treatment planning. Haymarket Center operates six residential treatment programs for women, as well as intensive outpatient and outpatient programs, including a 16-bed transforming women's lives residential program designed for women with high rates of substance use, trauma and prostitution.

START Recovery will enable Haymarket to enhance treatment for the women referred to the program with services which are not currently funded through Medicaid including group and individual trauma counseling provided by the trauma counselor and evidence-based cognitive behavioral therapies including *Moral Reconation Therapy*¹⁰ and *My Life, My Choice*,¹¹ provided by the recovery coach, to reduce recidivism and to help women leave the lifestyle.

Recovery Support Services. A key component of START Recovery is evidence-based recovery coaching. The recovery coach stays connected to the women for up to one year serving

⁹ Dennis, M.L., White, W., Titus, J.C., & Unsicker, J. 2008. *Global Appraisal of Individual Needs: Administration guide for the GAIN and related measures* (5th Ed.). Normal, IL: Chestnut Health Systems.

¹⁰ Little, G. L., and Robinson, K. D. 1989. Effects of Moral Reconation Therapy upon moral reasoning, life purpose, and recidivism among drug and alcohol offenders. *Psychological Reports*, 64, 83-90.

¹¹ For information on MLMC see: <http://www.jri.org/services/behavioral-health-and-trauma-services/community-based-behavioralhealth-services/my-life-my-choice>.

as behavioral health navigator and counselor to continually coach the women through the different levels of care and motivate continued recovery once they transition to the community. The recovery coach will meet with each woman to develop a recovery/reentry plan, work with the women to establish a step-by-step action plan for attaining their goals, link the women to services on-site or in the community, and encourage the women to identify potential relapse triggers, suggest appropriate coping strategies, and provide engagement into treatment in the event of a drug relapse to help reduce drug-seeking behaviors and associated drug-related crimes.

The women will have access to Haymarket's comprehensive recovery support programs including onsite recovery homes, prostitution anonymous groups, medical clinic, daycare center, job readiness training and placement, GED classes, computer training, access to medication assisted treatments, and other services. Haymarket maintains over 100 linkage agreements with community-based providers which the women can access through their recovery coach.

Target Population and Geographic Area. The target population will be adult women age 18 years and older arrested for or at risk for arrest for prostitution in Cook County. All of the women will have extensive drug-related criminal backgrounds, histories of physical and sexual abuse, and substance use and mental health disorders.

Risk for Recidivism. Substance abuse is a key risk factor for recidivism in Cook County where over 80% of inmates tested positive for an illicit drug at the time of their arrest. Many women use illicit drugs for emotional comfort to deal with prostitution and soothe symptoms of post-traumatic stress disorder.¹² Once addicted to illicit drugs, women often commit low-level crimes including prostitution to support their habits. Some studies have shown that recidivism rates for women arrested for prostitution are as high as 80% unless their addictions and trauma

¹²Herman, J.L., 2003. Hidden in plain sight: Clinical observations of prostitution. In Melissa Farley (Ed.) Prostitution trafficking and traumatic stress (pp 1-13). New York: Haworth Press.

are addressed. Illinois' new law that ends felony-level charges for prostitution creates an urgent need for this project to help the women gain access to care. START Recovery, as the name suggests, is a starting point for immediate access to behavioral healthcare with on-going health navigation, trauma counseling and cognitive behavioral therapy to reduce recidivism.

Experience in Serving the Target Population. Through funding from the Justice Advisory Council, Haymarket Center operates a 24-hour drop-in center at its main facility on the near west side of Chicago for women involved in prostitution, a ICIJA-funded recovery home for women who are victims of human trafficking, as well as six residential treatment programs and three recovery homes that serve women with histories of trauma and prostitution.

Successful Engagement Strategies. START Recovery utilizes trauma-informed approaches and evidence based motivational interviewing, strengths-based case management, and recovery coaching to keep women engaged in the program. Haymarket receives referrals 24 hours a day from the Human Trafficking Hotline, Cook County Sheriff, Public Defender's Office, and attends Chicago's Prostitution and Trafficking Intervention Court and bond court at the Cook County Jail to ensure high enrollments for the project.

Implementation Schedule. Below is an implementation schedule for the project.

Task	Date Started	Date Completed	Personnel Responsible
Begin screening and enrolling women	Month 2	Ongoing	Project staff
Begin GAIN assessments	Month 2	Ongoing	Central Intake staff
Begin developing recovery/reentry plans	Month 2	Ongoing	Recovery coaches
Begin enrolling into substance use treatment	Month 2	Ongoing	Recovery coaches
Begin individual and group trauma counseling	Month 2	Ongoing	Trauma counselor
Begin <i>MRT</i> and <i>My Life My Choice</i>	Month 2	Ongoing	Recovery coach
Begin providing recovery coaching services	Month 2	Ongoing	Recovery coaches

Section E: Expected Outcomes

START Recovery will serve 75 women over one year. The goals and measurable objectives are:

Goal 1: Reduce drug-related crime in women with trauma and substance abuse through provision of a 24-hour triage center with immediate access to residential services.

Objective 1.1 – Admit at least 75 women into the program either through self-referral or referral by the Human Trafficking Hotline, Cook County Sheriff or Prostitution and Trafficking Court.

Objective 1.2 – Assess 85% of the women enrolled to determine needs.

Objective 1.3 – At least 90% of women assessed with a substance use disorder will receive access to an appropriate level of residential care.

Goal 2: Reduce recidivism in women enrolled in the program through provision of counseling and support services that address barriers to a crime-free life in the community.

Objective 2.1 – At least 80% of the women identified with trauma will be referred to group and individual trauma counseling.

Objective 2.2 – At least 80% of the women who enroll in residential treatment will participate in evidence based Moral Reconation Therapy to address criminal thinking and My Life, My Choice to prevent relapse to prostitution.

Objective 2.3 – A recovery coach will meet with 80% of the women to develop an individual reentry plan with linkage to housing, GED, job readiness training and other support.

Objective 2.4 – All women will have access to Prostitution Anonymous meetings provided weekly on-site at Haymarket Center.

Performance Assessment. A process and outcome evaluation for the project will be conducted by Haymarket's Manager of Corrections Services. A service log will be created that includes all project services including outreach, enrollment, assessments conducted,

recovery/reentry plans developed, attendance in evidence based *Moral Reconation Therapy* (MRT) and *My Life, My Choice*, individual trauma sessions, enrollments in substance use treatment, case management referrals, and support services received by the women. Data elements from the service log will be entered into Haymarket's electronic health record (EHR) and staff will enter service data directly into the client EHR.

Haymarket's EHR is certified by the Office of the National Coordinator. The EHR has capacity to generate detailed service utilization reports for process evaluation to determine if the measureable objectives for the project are being achieved. Data from service utilization reports will be used to complete quarterly reports submitted to the Judicial Advisory Council. To evaluate if the project met the objectives of Goal 1, we will track the number of individuals referred to the program, referral sources, the number of assessments conducted, and the number who enrolled and completed treatment.

To demonstrate that the objectives for Goal 2 were met, project staff will track the number of sessions completed for each woman enrolled in individual and group trauma counseling, MRT, and *My Life, My Choice*. We will also track the number of individuals who received individual recovery/re-entry plans and the number of support services women received including CountyCare enrollment, housing placement, referral to GED classes, enrollment in job readiness training and placement, and whether or not women received a primary health care and mental health care visit. Graduates of the program will be enrolled in an alumni network which will include regular monthly meetings and will help us to track long term impacts of the project.

Outcome Measurement Tools. Haymarket will utilize data generated from the GAIN assessment and reports from its electronic health records to measure demographics, service utilization, and completion rates to determine the risk for recidivism.

Section G: Qualifications of the Proposer

Agency Experience. Haymarket Center is Chicago's largest not-for-profit provider of substance use and mental health disorder treatment. Founded in 1975, Haymarket Center provides high quality treatment and recovery support services to Cook County's most vulnerable and underserved residents, especially those involved in the criminal justice system. Haymarket maintains a staff of over 360 full-time and part-time employees made up of managers, directors, administrators, medical staff, laboratory technicians, and highly qualified, credentialed direct service staff. To ensure that our services are rooted in the language and culture of our target population, Haymarket's agency and programmatic staffing pattern reflects the demographics of the populations and communities we serve. To ensure that limited-English-speaking and non-English-speaking persons can access treatment information and services, Haymarket employs staff bilingual in Spanish, Polish, and Russian.

Haymarket serves over 16,000 clients each year in over 30 gender-specific, culturally- and linguistically-responsive programs. Haymarket further offers an array of onsite supportive services to help clients overcome treatment barriers, maintain sobriety, improve self-sufficiency, and reintegrate into the community, including comprehensive case management, transportation assistance, licensed daycare, nursing services, health education and chronic disease management, parenting classes, primary healthcare, mental health services, HIV counseling and testing, and workforce development services. Haymarket also has an onsite medical clinic that can serve as clients' medical home as a part of a partnership with Heartland Health Outreach.

Experience Serving Target Population. Haymarket has been serving members of the target population since we began serving women in 1989. Specifically, Haymarket operated the COPE Program, an eight-bed recovery home that serves women identified as victims of

prostitution by the Cook County justice system, in 2011. Since its inception, the program has served nearly 200 victims of prostitution with 80% successfully completing services aimed at addressing the underlying causes of recidivism for this population. Haymarket launched the COPE Drop-In Center in 2015 to meet the increased demand for the COPE program. In its first eight months, the CDIC has served 74 victims of prostitution and placed 56 in onsite programs.

Experience Serving Community Areas. Haymarket proposes to serve women from throughout Cook County with a concentration on the West Side communities of Austin, Humboldt Park, and West Garfield Park and South Side communities of Englewood, West Englewood, Roseland, and Auburn Gresham. Haymarket has been providing services to these communities for nearly forty years. In 2015, Haymarket served over a thousand clients from these community areas, and most of our COPE Program participants originated from them.

Evidence of Appropriate Licenses. Haymarket is licensed by the Illinois Department of Human Services, Division of Alcoholism and Substance Abuse (DASA) and accredited by the Commission on Accreditation of Rehabilitation Facilities (CARF).

Evidence of Strong Track Record. Haymarket has a long history of successful program management including local, state, and federal grants. Currently, Haymarket maintains 50 grants, 30 with budgets of \$100,000 or over, including our current JAC grant. Haymarket has a clear system of grants management including appropriate fiscal monitoring, programmatic monitoring, and administrative integration. Haymarket has never been found serious deficient in the operations of a grant and has a record of exceeding grant expectations.

Haymarket has a long history of successful outcomes as identified through participation in research studies and evaluations of our programs. Research funded by the National Institute on Drug Abuse (NIDA), conducted by Lighthouse, Inc., indicated that: "Haymarket Center clients

experienced significant reductions in substance use and that these reductions were sustained over 15-months.”¹³ Another independent evaluation of a recently concluded project further testifies to the tremendous accomplishments Haymarket consistently achieves. The six-month post-intake evaluation of 422 clients who received services indicated: an 82% reduction in alcohol and drug use; a 92% reduction in criminal activity; and an 87% decrease in violent behavior.

Organizational Readiness. As evidenced by our experience in grant management and existing program infrastructure, Haymarket has the programmatic, fiscal, and administrative capacity to begin delivering services immediately upon notification of award.

Relevant Projects and References. Below is a list of three grant-funded projects

Haymarket has operated that are similar to the proposed project:

Project: MOM's Program

Organization: Cook County Sheriff's Women's Justice Programs

Dollar Value: \$2,647,692

Contact Person: Deborah Boecker, Assistant Executive Director

Telephone Number: 773-674-7731

Email: Debbie.Boecker@cookcountyil.gov

Address: 2650 S. California, B-1, Chicago, IL 60608

Project: Lake County Therapeutic Intensive Monitoring (TIM) Court Service Enhancement

Organization: Lake County Nineteenth Judicial Circuit Court

Dollar Value: \$459,330

Contact Person: Diana Gonzalez, Community Resource Liaison

Telephone Number: 847-377-3654

Email: dgonzalez@lakecountyil.gov

Address: 215 West Water Street, Waukegan, IL 60085

Project: Community Outreach Program Enhancement (COPE) Program

Organization: Illinois Criminal Justice Information Authority

Dollar Value: \$189,855

Contact Person: Terry Dugan

Telephone Number: 312-793-0889

Email: Terrence.dugan@illinois.gov

Address: 300 West Adams, Suite 200, Chicago, IL 60606

¹³ Scott, C. K., & Dennis, M. D. *Impact of Haymarket substance abuse treatment programs on client treatment outcomes*. Unpublished preliminary findings.

Section H: Key Personnel

Key Personnel. The Haymarket staff listed below have been identified as key personnel for the proposed project. Resumes for each of the key personnel have been attached.

Dan Lustig, Psy.D., CADC, MISA II

Vice President of Clinical Services

Dr. Dan Lustig, Haymarket's Vice President of Clinical Services, will be responsible for overseeing project implementation and ensuring program fidelity. Funded through in-king resources, his level of commitment to the project will be comparable to 0.1 FTE. Dr. Lustig oversees all of Haymarket's clinical programs, which accounts for the remaining 0.9 FTE. Dr. Lustig has over 21 years' experience developing and implementing treatment programs for populations most in need of services, including ex-offenders and Cook County criminal justice-involved populations. He has received commendations from the White House Office of National Drug Control Policy, the Chicago Department of Public Health, and the Lake County Court. He is the President of the Illinois Alcohol and Other Drug Abuse Professional Certification Association (IAODAPCA) and has served on the Executive Committee on the Illinois Governor's Ex-Offender Task Force.

Kenyatta Cathey, MA, LCPC, CADC

Clinical Director

Kenyatta Cathey, Haymarket's Clinical Director, is responsible for the daily management of clinical programs and staff and auditing clinical charts to ensure adherences to compliance with all City, County, State, and Federal policies. Funded through in-king resources, her level of

commitment to the project will be comparable to 0.1 FTE. The remaining 0.9 FTE accounts for her time managing Haymarket's other clinical programs. Ms. Cathey has 20 years' experience treating substance use, mental health, and co-occurring disorders among adult and juvenile male and female populations with histories of criminal justice involvement, chronic homelessness, trauma and violence, and pervasive mental illness. Ms. Cathey is a member of DASA Women's Committee of the Illinois Advisory Council on Alcohol and Other Drug Abuse.

Laurie Graciana, CADC, MISA I

Corrections Program Manager

Laurie Graciana, Corrections Program Manager, will be responsible for providing daily supervision to the project's staff; addressing problems as they arise; ensuring fidelity to evidenced-based practices; working with the Cook County Sheriff's Human Trafficking Response Team to coordinate referrals; and working closely with the Clinical Director and Vice President for Clinical Services to ensure project objectives are being met. Funded through in-kind resources, her level of commitment to the project will be comparable to 0.2 FTE. The remaining 0.8 FTE accounts for her time spent overseeing Haymarket's clinical programs devoted to serving criminal justice populations, including the COPE Program. Ms. Graciana has 28 years' experience managing and coordinating correctional programming for men and women with substance use and mental health disorders, and she has been directly overseeing the proposed project since its inception. She has received a Domestic Violence Certificate and is trained to train staff in Moral Reconation Therapy (MRT), a cognitive behavioral therapy.

BIOGRAPHICAL SKETCH

Provide the following information for the key personnel and other significant contributors in the order listed on Form Page 2.
Follow this format for each person. **DO NOT EXCEED FOUR PAGES.**

NAME Dan S. Lustig, Psy.D., CADC, MISA II	POSITION TITLE Vice-President of Clinical Services		
eRA COMMONS USER NAME none			
EDUCATION/TRAINING <i>(Begin with baccalaureate or other initial professional education, such as nursing, and include postdoctoral training.)</i>			
INSTITUTION AND LOCATION	DEGREE (if applicable)	YEAR(s)	FIELD OF STUDY
Northeastern Illinois University, Chicago	B.A.	1989	Psychology & Gerontology
Adler School of Professional Psychology, Chicago	Certificate	1996	Substance Abuse Counseling
Adler School of Professional Psychology, Chicago	M.A.	2004	Counseling Psychology
Adler School of Professional Psychology, Chicago	PsyD	1996-2004	Clinical Psychology
Betty Ford Center-Professional in Residence	Certificate	2003	Addictions

A. Positions and Honors

Positions and Employment

2006-present Vice President of Clinical Services, Haymarket Center
 1996-2006 Associate Director of Clinical and Administrative Services, Haymarket Center, Chicago, IL
 1993-1994 Adult Criminal Justice Assessor for Criminal Courts, T.A.S.C. (Treatment Alternative For Safer Communities)
 1994-1996 Social Security Income Supervisor for T.A.S.C.

Clinical Experience/Certificates of Training 2004-2005 Doctorate Intern, Catholic Charities of Chicago

2001-2002 Master's Practicum, Howard Brown Health Center, Chicago Illinois
 1996-Present Consultant/Trainer, Northfield Police Dept., Northfield, IL
 2001 Professional in Residence Program, Betty Ford Center, Palm Desert, CA
 1998 Certified Crisis Intervention Instructor
 1996 Certified Alcohol and Drug Counselor; Assessment of HIV+ clients
 1995 ASAM/Assessment/Case Management; HIV/AIDS; Sexually Transmitted Disease; Advanced Interviewing Techniques; Confidentiality Training; Cultural Competence Training; Toxicology

Professional Affiliations

President, Illinois Alcohol and Other Drug Abuse Professional Certification Association (2009)
 American Psychological Association (1995-Present) 7385-4517
 Chicago Psychological Association; Gerontological Association of America; North American Society of Adlerian Psychology; National Association of Alcoholism and Drug Abuse Counselors

Community Involvement

2004-Present Attorney General's Task Force on Methamphetamine
 2004-Present Executive Committee for the Governor of Illinois-Ex-Offenders Taskforce
 2004-Present Illinois Alcohol and Other Drug Abuse Professional Certification Association Board Member
 2003-2004 Executive Office of the President of the United States, Office of National Drug Control Policy-Pulse Check Program.
 2000-2005 Mayor's Planning Council for Title I Ryan White

Honors

2009 Illinois Alcoholism and Drug Dependence Association Award for Outstanding Performance in the Area of Addiction Treatment and Advocacy

B. Publications

Lustig, D. (2005) Factors related to changes among African American women participating in substance abuse treatment: An observational study. *Doctoral Dissertation*, Adler School of Professional Psychology, Chicago, Illinois.

C. Research Support

H79TI024413 SAMHSA/CSAT – TCE-HIV Program
 H79TI021209 SAMHSA/CSAT – Recovery Oriented System of Care for Men in Chicago with Multiple Prior Treatment Episodes
 H79TI021502 SAMHSA/CSAT – Get Sober! Live Healthy!
 H79TI019615 SAMSHA/CSAT – Family Centered Treatment for Pregnant Postpartum Women
 90FK0041-00 DHHS/ACF/OFA –Responsible Fatherhood Program for Low Income Fathers in Chicago
 U65PS002480 CDC/NCHHSTP – PS10-1003 HIV Prevention Projects for CBO's

Kenyatta D. Cathey



Professional Experience:

September 2013 to Present **Haymarket Center, Clinical Director**

- Supervises and oversees all aspects of the agency's clinical programs.
- Sets developmental goals and objectives for clinical programs.
- Evaluates contract compliance and reporting to ensure all programs goals are being met.
- Oversees the audit of clinical charts to ensure adherence to city, county, state, and federal standards.
- Facilitates didactic and therapeutic groups/
- Advocates for Haymarket Center in the substance abuse field.

June 2009 to September 2013 **Haymarket Center, Assistant Clinical Director**

- Directed the day-to-day operations of the all treatment units that provided care for individuals with co-occurring substance use and mental health disorders.
- Directed the agency's adolescent counseling program.
- Provided direct supervision to Managers, Coordinators, and Supervisors and indirect supervision to program staff.
- Provided quality assurance to program's service delivery and clinical care
- Ensured personnel development and training.
- Monitored financial and clinical aspect of grants.
- Assisted in fund seeking activities and grant preparation.

November 2012 to Present **Kenyatta Cathey LCPC, Private Practice**

- Provides individual counseling to adults with depressive, anxiety, and substance use disorders, utilizing cognitive behavioral therapy techniques.
- Provides individual counseling to adolescents with inattention, mood, and substance use disorders, utilizing cognitive and behavioral therapy techniques.

September 1997 to June 2009 **New Age Services Corporation, Program Coordinator**

- Ensured that the agency utilized 100% of its capacity obligations for a 1.6 million dollar contract.
- Provided supervision to a staff of 18 counselors and 5 support staff.
- Conducted orientation and develops programs for assigned staff.
- Interpreted admission criteria and policies to clients, other services agencies and public.
- Assisted with the planning and development of policies related to the program as a whole and other related area.
- Represented the agency at meetings and other community activities.
- Collaborated with consultants and specialist regarding medical, clinical and vocational education services and client situation.
- Represented the agency in screening and admission section of the CARF Accreditation survey

August 2008 to May 2009 **Thorek Memorial Hospital, Expressive Therapy Intern**

- Conducted psychosocial assessments on patients admitted to the 20 bed adult mental health unit.
- Responsible for the development of groups geared towards patients with a mental health and substance abuse diagnosis.
- Assisted in the development of mental health educational seminars for hospital employees and the community.
- Provided individual therapy to patients with chronic mental health diagnoses.

Education:

M.A Psychology with a concentration in Human Development; Certificate in Community Counseling-
National Louis University

Licensure: Illinois License Clinical Professional Counselor

Certifications: Certified Alcohol and Drug Counselor by IAODAPACA

Laurie Graciana-Jones

Objective To continue delivery of service to clients/customers within a defined substance abuse/corrections treatment programs. My skills are proven to be creative and innovative, and I am goal-oriented and results driven.

Experience **2006-Present Haymarket Center Substance Abuse Treatment Center, Cook County Sheriff Women Justice Program/Chicago, IL**
Corrections Program Manager

- Overseen Division 17 at Cook County Jail, SWJP Substance Abuse Treatment Programs for women-contract ended 2011
- Oversee the following correction programs: 29 bed unit with Pregnant Detainees & Electronic Monitoring (Moms Program/Cook County Jail); 50 Bed Male Unit IDOC; 24 Bed CCDOC Male Recovery Home who is on electronic monitoring, Referrals from Act Court; and 8 bed female unit for women with prostitution/human trafficking.
- Developed and implemented programming for modified therapeutic community (TC)
- Developed Policies and Procedures for daily operations
- Provide Gender Responsive Trainings/Trauma Informed
- Trainer of Trainers-(MRT) Cognitive Behavioral Therapy
- Interview and Hire Staff
- Maintain contract compliance

4/2004-2006 Gateway Foundation/Westside Chicago, IL
Community Outreach Manager

- Responsible for maintaining all Gateway beds at budgeted capacity
- Responsible for developing and maintaining customer services
- Maintain relationship with IDOC and Probation
- Interviewed and Hired Staff

12/2001-4/2004 Gateway Foundation/ Department of Women's Justice Services (DWJS), Chicago, IL
Program Director Substance Abuse Programs Cook County Jail/DWJS

2004 Gateway Foundation Sheridan Prison
Sheridan, IL

Staff Trainer/ Assistant Director

- Interviewed and Hired Staff
- Provided Cross Training for IDOC
- Developed Training Program
- Responsible for training staff on daily operations of programming

**Experience
Continued**

9/2000-12/2001 Cornell Intervention/ IDOC Chicago, IL

Court Liaison

- Liaison for Correctional Institutions/Placement of Clients in Treatment
- Track and Monitor Juvenile's on Parole
- Provided on-site screenings at IDOC correction centers

11/1998-9/2000 Gateway Foundation Cook County Jail/Chop
Northwest

Clinical Supervisor

- Oversee staff to meet agency quotas and policies
- Examined records to assure contract compliance
- Supervisor on Men's Tier Cook County Jail

2/1998-11/1998 Haymarket Center Chicago, IL

**PROGRAM MANAGER-Cook County Jail-Boot Camp Contract -
Women**

- Examined records to assure compliance with contract
- Formulated joint training between agencies/CCDOC
- Provided assessments, group and individual therapy

1993-1998 Lutheran Social Services, Chicago, IL

Unit Director DCFS Initiative Programs

- Developed and Implemented Project SAFE and DCFS Programs
- Calculated and balanced annual budgets
- Maintained collaborative relationship between DCFS/POS agencies

1988-1993 Rosecrance/Alcare Rockford, IL

Coordinator Project SAFE

- Interviewed and hired staff
- Instituted regulations and policies to comply with contract
- Maintained collaborative relationship between DCFS/POS agencies
- Provided assessments, group and individual therapy

Education

- Certified Alcohol Drug Counselor/MISA I (CADC /MISA- I)
- Triton College, Criminal Administration
- Enrolled in Kaplan University-Criminal Justice Program
- Trainer of Trainers-Gender Responsive Treatment
- Domestic Violence Certificate
- Trainer of Trainers-(MRT) Cognitive Behavioral Therapy
- Licensed Massage Therapist (LMT) - Massage and Safe Touch

Section I: Sub-Contracting or Teaming

Haymarket has the capacity to meet almost every need of program participants through our comprehensive onsite recovery support infrastructure. As a result, Haymarket will not be subcontracting any part of this contract and will not be teaming with any other specific agency for the project. However, if a client has a need that cannot be provided onsite, Haymarket works with an appropriate partner agency to provide the needed services. Haymarket is firmly rooted in Chicago's treatment and supportive services system, maintaining an extensive network of linkages with nearly 100 community-based organizations experienced in providing specialized services that complement and supplement Haymarket's on-site programming. The chart below is a representative sample of providers with whom Haymarket has linkage agreements with.

Medical Care	Insurance Navigation and Enrollment
Haymarket Center James West Medical Clinic (HHO)	Haymarket Center Managed Care Department
ACCESS Community Health Network	AIDS Foundation of Chicago
AIDS Care/Edge Care	Healthcare Alternative Systems
Caritas	Mental Health Counseling and Services
University of Chicago Care to Prevent Program	Haymarket Center Psychological Services
UIC HIV/AIDS Community Clinic Network	Cook County Hospital, Fantus Clinic
Integrated Screening for STDs/Hepatitis/B	Elmhurst Memorial Hospital Behavioral health Services
Haymarket Center Health and Wellness Department	Gateway Foundation
Haymarket Center James West Medical Clinic (HHO)	Rincon Family Services
Case Management	Specialized Assistance Service NFP
Haymarket Center Case Manager	UIC HIV/AIDS Community Clinic Network
AIDS Care/Edge Alliance	Substance Abuse Treatment Services
Family Guidance Center	Haymarket Center Treatment Programs
Gateway Foundation	Gateway Foundation
Northside Housing and Supportive Services	Pilsen Wellness Center
Pilsen Wellness Center	Relapse Prevention Counseling Center
Sex Offender/HIV Education	Housing
Haymarket Center Health and Wellness Department	Haymarket Center Support Services
Anixter Center	AIDS Care/Edge Alliance
AIDS Care/Edge Alliance	A Safe Haven
Anixter Center	Bonaventure House
Gateway Foundation	Chicago House
N' The Spirit of Transformational Living	Christian Community Health Center
Basic Education	Employment and Job Placement Services
Haymarket Center's GED Program	Haymarket Center Family Enrichment Center
Employment and Employer Services Incorporated	Court Place Organization
Transportation	Employment and Employer Services Incorporated
Haymarket Center	N' The Spirit of Transformational Living

EXHIBIT 2
SCHEDULE OF COMPENSATION

Appendix I - Budget Form

Applicants are required to complete and submit this Budget Form and a corresponding Budget Narrative Form in addition to the required technical proposal (program narrative). Both electronic and hard copies of the Budget Form and Budget Narrative Form are required. Please refer to **Appendix III - Budget Guidance** for instructions regarding appropriate expenditures for each budget line item category listed below. Please enter the grant funds you are requesting under "Requested JAC Grant Funds" and enter any additional contributions your agency is making to the proposed project (encouraged - but not required) under "Applicant Share." The sum of your "Requested JAC Grant Funds" cannot exceed the maximum funding amount specified in the Request for Proposals. **Please note that a line item detail is required for each Contractor/Partner agency who will have a substantial role in the project and who is being allocated a portion of grant funds (see Consultants/Contracts line item below and Tabs 2 through 6 of this workbook).**

Applicant Organization Name:	McDermott Center dba Haymarket Center				
Project Name:	START Recovery Program				
Budget Contact Person:	Maryam Pavisian	Phone:	312-226-7984 ext. 339	Email:	mpavisian@hcenter.org

PERSONNEL

Name (Indicate if Salaried or Hourly)	Position Title	Annual Rate (if Salaried) Hourly Rate (if Hourly)	% Time (if Salaried) # Hours (if Hourly)	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Shirley Reimer (Salaried)	Trauma Coach	\$40,000.00	100%	\$40,000.00	\$40,000.00	\$0.00
Tracey Bennett (Hourly)	Recovery Coach	\$14.42	2080	\$29,993.60	\$29,993.60	\$0.00
Total Personnel:				\$69,993.60	\$69,993.60	\$0.00

FRINGE BENEFITS

Name	Title	Cost Allocated to Project	Fringe Rate (%)	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Shirley Reimer (Salaried)	Trauma Coach	\$40,000.00	11.88%	\$4,752.00	\$4,752.00	\$0.00
Tracey Bennett (Hourly)	Recovery Coach	\$29,993.60	11.88%	\$3,563.24	\$3,563.24	\$0.00
Total Fringe Benefits:				\$8,315.24	\$8,315.24	\$0.00

TRAVEL

Local Travel						
Purpose	Staff Name	Mileage Rate	No. Miles	Line Item Cost	Requested JAC Grant Funds	Applicant Share
N/A				\$0.00	\$0.00	\$0.00
Out of Town Travel						
Purpose and Person(s) Traveling	Airfare	Lodging	Per Diem	Line Item Cost	Requested JAC Grant Funds	Applicant Share
N/A					\$0.00	\$0.00
Total Travel:				\$0.00	\$0.00	\$0.00

EQUIPMENT

Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share
N/A				\$0.00	\$0.00	\$0.00
Total Equipment:				\$0.00	\$0.00	\$0.00

MATERIALS & SUPPLIES

Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Office Supplies	Supplies such as pen and paper that are used to perform job functions on a monthly basis.	\$200.00	12	\$2,400.00	\$2,400.00	\$0.00
Cell Phone	Used to coordinate referrals and service delivery.	\$110.00	12	\$1,320.00	\$1,320.00	\$0.00
Total Materials & Supplies:				\$3,720.00	\$3,720.00	\$0.00

CONSULTANTS/CONTRACTS (NOTE: A COMPLETED "CONTRACTOR/PARTNER BUDGET LINE ITEM DETAIL" FORM MUST BE COMPLETED AND INCLUDED FOR EACH CONTRACTOR/PARTNER AGENCY WHO WILL HAVE A SUBSTANTIAL ROLE IN THE PROJECT AND WHO IS ALLOCATED A PORTION OF GRANT FUNDS.) MULTIPLE COPIES OF THE FORM ARE INCLUDED HERE - CLICK THE "CONTRACTOR BUDGET DETAIL" TABS OF THIS WORKBOOK TO ACCESS THE FORM.

Description of Services to be Provided	Consultant or Contractor/Partner Agency	Hourly Rate	Budgeted Hours	Line Item Cost	Requested JAC Grant Funds	Applicant Share
N/A				\$0.00	\$0.00	\$0.00
Total Consultants/Contracts:				\$0.00	\$0.00	\$0.00

OTHER DIRECT COSTS

Item	Purpose	Unit Cost	Quantity	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Van Lease (Lease, Gas, Insurance, Maintenance)	Used to transport clients referred to program services.	\$8,880.16	1	\$8,880.16	\$8,880.16	\$0.00
Total Other Direct Costs:				\$8,880.16	\$8,880.16	\$0.00

TOTAL DIRECT COSTS **\$90,909.00** **\$90,909.00** **\$0.00**

INDIRECT COST

Indirect Cost Elements	Explanation of How Costs are Calculated	Line Item Cost	Requested JAC Grant Funds	Applicant Share
Indirect Cost Rate	10% of Total Direct Costs	\$9,091.00	\$9,091.00	\$0.00
TOTAL INDIRECT COSTS		\$9,091.00	\$9,091.00	\$0.00

GRAND TOTAL **\$100,000.00** **\$0.00**

Appendix II – Budget Narrative Form

The Budget Narrative is reviewed in conjunction with your Budget Form. It should serve to; a) justify your proposed expenditures, and b) explain how the expenditures are related to your program. For each cost item entered on your Budget Form, please provide a corresponding detailed explanation in the Budget Narrative. It is recommended that you provide calculations wherever applicable to illustrate how costs were determined. If you provide narrative for items that will be covered by a funding source other than JAC grant funds (this is not required), please indicate in the narrative that the item will be funded by an alternate source. A document entitled “Budget Guidance” is provided in Appendix III to assist you with completing your budget and budget narrative. Please refer to this resource to ensure that your proposed expenditures are in accordance with the Justice Advisory Council’s specifications.

Applicant Organization Name:	McDermott Center dba Haymarket Center		
Project Name:	START Recovery Program		
Budget Contact Person:	Maryam Pavisian	Phone:	312-226-7984 ext. 339
Contact Person’s Email:	mpavisian@hcenter.org		

NOTE: Please ensure that you provide sufficient detail to enable reviewers to understand your proposed expenditures. Cells are formatted to expand as you enter information.

BUDGET CATEGORY – PERSONNEL

List each position by title and name of employee if available. Explain each position’s role in the proposed program. Also, indicate if the position is existing or new and when the position will be on-boarded.

Haymarket has budgeted 2 FTE for this project. Below is a description of each position.

Trauma Counselor: This position will provide crisis intervention, individual trauma counseling, weekly trauma groups, and referrals for those women needing more intensive services. All of the women referred to the program will receive triage and crisis intervention by the project trauma counselor during intake. The salary of this position is \$40,000.00.

Recovery Coach: This position will provide an intake assessment, work with the women to develop an individual recovery plan, provide intensive case management, keep the women engaged in treatment and support services, provide linkage to services, and implement evidence based *Moral Reconation Therapy* to help address criminal and addictive thinking and *My Life My Choice* to help women leave the lifestyle. The recovery coach will also work with the Corrections Program manager to arrange for immediate Police drop-off of women to Haymarket or arrange for immediate transportation to the program as needed. The salary of this position is \$29,993.60.

BUDGET CATEGORY – FRINGE BENEFITS

Fringe benefits should be based on actual known costs or an established formula. Please explain which budgeted positions in the Personnel line will be receive fringe benefits.

Fringe Benefits: The costs of fringe benefits reflect Haymarket Center’s current rates: FICA at 7.65%, Unemployment at 1.17%, Worker’s Compensation at 2.76%, and Life Insurance at 0.3%. The fringe benefits rate (11.88%) is applied to the total personnel wages budgeted to the grant (\$69,993.60). This

Appendix II – Budget Narrative Form

yields a cost of \$8,315.24 for fringe benefits.

BUDGET CATEGORY – TRAVEL

List travel expenses by project personnel and explain the purpose of the travel. Also indicate whether the travel is local or out-of-town and explain how costs were determined.

Haymarket has not budgeted any costs under this category.

BUDGET CATEGORY – EQUIPMENT

For each budgeted item, explain the need for the item, how it will be utilized in the proposed program, and how costs were determined. Also indicate where the item will be located, who will use the item, and how inventory will be maintained.

Haymarket has not budgeted any costs under this category.

BUDGET CATEGORY – MATERIALS & SUPPLIES

List materials and supplies by category (i.e. office supplies, program supplies, training supplies, etc.) and explain the need for the budgeted items and how costs were determined.

Office Supplies: This expense covers the cost for purchasing office supplies (e.g., paper, pens, paperclips, binder clips, etc.) required for maintaining job efficiency. The cost of this item is \$200 per month.

Cell Phones: Haymarket has budgeted 2 cell phones for the 2 FTEs budgeted to this project at a rate of \$55 per phone per month. These phones will be used to coordinate service delivery, set up referrals, and arrange client transportation.

BUDGET CATEGORY – CONSULTANT / CONTRACTS

Explain the need for the consultant / contract as it relates to the proposed program. List all associated costs and provide a narrative explanation that describes the need. Also explain the method for determining the associated costs. A narrative corresponding to each submitted "Contractor/Partner Budget Line Item Detail" form must also be included.

Haymarket has not budgeted any costs under this category.

BUDGET CATEGORY – OTHER DIRECT COSTS

List other direct cost by category (i.e. communications, event costs, postage, etc.) and explain why they are needed. Also provide an explanation as to how costs were determined, including the method for prorating costs that will be partially charged to the JAC grant.

Van Rental: Haymarket will rent a van for this project in order to transport clients onsite to medical appointments and other services needed by the client. The total cost of the vehicle rental includes the cost of the rental, insurance, and mileage. The total cost of this rental is \$8,880.16 a month, and Haymarket has budgeted 10% of this cost to this project.

BUDGET CATEGORY – INDIRECT COSTS

Appendix II – Budget Narrative Form

Explain what comprises indirect costs and the method used to determine the allocation charged to the JAC grant.

Haymarket has applied a 10% indirect cost rate to the total direct costs (\$90,909) for an indirect cost total of \$9,091.

EXHIBIT 3
EVIDENCE OF INSURANCE

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER L. Price Team Mesirow Insurance Services 353 N. Clark Street Chicago, IL 60654	CONTACT NAME: Brittany Geary PHONE (A/C, No, Ext): 312 595-6224 FAX (A/C, No): 312 595-4339 E-MAIL ADDRESS: bgeary@mesirowfinancial.com														
INSURED McDermott Center, dba: Haymarket Center and Haymarket Institute 120 N. Sangamon Chicago, IL 60607	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Indemnity Insuranc</td> <td>18058</td> </tr> <tr> <td>INSURER B: First Nonprofit Insurance Compa</td> <td>10859</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insuranc	18058	INSURER B: First Nonprofit Insurance Compa	10859	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Indemnity Insuranc	18058														
INSURER B: First Nonprofit Insurance Compa	10859														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		PHPK1360717	07/01/2015	07/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1360717	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB506365	07/01/2015	07/01/2016	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	FWC1003809	01/01/2016	01/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP No. 1653-15275C

Cook County its officials, employees and agents are included as Additional Insured, if required in a written contract or agreement with the Named Insured, as their interest may appear, with respect to General Liability.

CERTIFICATE HOLDER**CANCELLATION**

Cook County 118 N. Clark Street Chicago, IL 60602	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

Contract No. 1653-15275C
Recidivism Reduction Demonstration Grants (\$100,000)

EXHIBIT 4

IDENTIFICATION OF SUBCONTRACTOR/SUPPLIER/SUBCONSULTANT FORM

Cook County
Office of the Chief Procurement Officer
Identification of Subcontractor/Supplier/Subconsultant Form

OCPO ONLY
<input type="radio"/> Disqualification
<input checked="" type="radio"/> Check Complete

The Bidder/Proposer/Respondent ("the Contractor") will fully complete and execute and submit an Identification of Subcontractor/Supplier/Subconsultant Form ("ISF") with each Bid, Request for Proposal, and Request for Qualification. The Contractor must complete the ISF for each Subcontractor, Supplier or Subconsultant which shall be used on the Contract. In the event that there are any changes in the utilization of Subcontractors, Suppliers or Subconsultants, the Contractor must file an updated ISF.

Bid/RFP/RFQ No.: Contract No. 1653-15275C	Date: 6/13/16
Total Bid or Proposal Amount: \$100,000	Contract Title: Recidivism Reduction Demonstration Grant
Contractor: <i>HAYMARKET CENTER</i>	Subcontractor/Supplier/ Subconsultant to be added or substitute:
Authorized Contact for Contractor: <i>RAY SOUCEK</i>	Authorized Contact for Subcontractor/Supplier/ Subconsultant: N/A
Email Address (Contractor):	Email Address (Subcontractor):
Company Address (Contractor): <i>932 W. WASHINGTON</i>	Company Address (Subcontractor): N/A
City, State and Zip (Contractor): <i>CHICAGO, IL 60607</i>	City, State and Zip (Subcontractor):
Telephone and Fax (Contractor): <i>312 226-8048</i>	Telephone and Fax (Subcontractor):
Estimated Start and Completion Dates <i>7/1/16 thru 6/30/17</i>	Estimated Start and Completion Dates (Subcontractor):

Note: Upon request, a copy of all written subcontractor agreements must be provided to the OCPO.

Description of Services or Supplies	Total Price of Subcontract for Services or Supplies
N/A	

The subcontract documents will incorporate all requirements of the Contract awarded to the Contractor as applicable. The subcontract will in no way hinder the Subcontractor/Supplier/Subconsultant from maintaining its progress on any other contract on which it is either a Subcontractor/Supplier/Subconsultant or principal contractor. This disclosure is made with the understanding that the Contractor is not under any circumstances relieved of its abilities and obligations, and is responsible for the organization, performance, and quality of work. This form does not approve any proposed changes, revisions or modifications to the contract approved MBE/WBE Utilization Plan. Any changes to the contract's approved MBE/WBE/Utilization Plan must be submitted to the Office of the Contract Compliance.

Contractor
 Raymond F. Soucek
 Name
 President and Chief Executive Officer
 Title
 Prime Contractor Signature *[Signature]* Date *6-13-16*

EXHIBIT 5
MBE/WBE UTILIZATION PLAN

CONTRACT NO. 1653-15275C

Vendor: McDermott Center, d/b/a Haymarket Center

Per the attached correspondence, the Office of Contract Compliance assigned a 0% MBE/WBE subcontracting goal to the above-mentioned contract as stated in Section GC-19, Minority and Women Business Enterprises, Cook County Ordinance Chapter 34, Division 8, Section 34-260 to Section 34-300, herein.



TONI PRECKWINKLE

PRESIDENT

**Cook County Board
of Commissioners**

RICHARD R. BOYKIN
1st District

ROBERT STEELE
2nd District

JERRY BUTLER
3rd District

STANLEY MOORE
4th District

DEBORAH SIMS
5th District

JOAN PATRICIA MURPHY
6th District

JESUS G. GARCIA
7th District

LUIS ARROYO, JR.
8th District

PETER N. SILVESTRI
9th District

BRIDGET GAINER
10th District

JOHN P. DALEY
11th District

JOHN A. FRITCHEY
12th District

LARRY SUFFREDIN
13th District

GREGG GOSLIN
14th District

TIMOTHY O. SCHNEIDER
15th District

JEFFREY R. TOBOLSKI
16th District

SEAN M. MORRISON
17th District

OFFICE OF CONTRACT COMPLIANCE

JACQUELINE GOMEZ

DIRECTOR

118 N. Clark, County Building, Room 1020 • Chicago, Illinois 60602 • (312) 603-5502

June 24, 2016

Ms. Shannon E. Andrews
Chief Procurement Officer
118 N. Clark Street
County Building-Room 1018
Chicago, IL 60602

Re: McDermott Center dba Haymarket Center
Contract No. 1653-15275C
Recidivism Reduction Demonstration Grants
Justice Advisory Council

Dear Ms. Andrews:

The Office of Contract Compliance is in receipt of the above-referenced contract and has determined a 0% MBE/WBE participation goal was recommended and does not require the Office of Contract Compliance to review for MBE/WBE compliance with the Minority- and Women- owned Business Enterprises (MBE/WBE) Ordinance.

Sincerely,

Jacqueline Gomez
Contract Compliance Director
JG/ate

Cc: Kevin Casey, OCPO
Patrick McPhilmy, JAC

EXHIBIT 6

ECONOMIC DISCLOSURE STATEMENT

Section M: Economic Disclosure Statement

Attached is Haymarket Center's executed Economic Disclosure Statement.

**AMENDED AND RESTATED
BYLAWS
OF McDERMOTT CENTER**

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AMENDED AND RESTATED BYLAWS OF McDERMOTT CENTER¹

ARTICLE I

NAME

SECTION 1. CORPORATE NAME. The name of the corporation shall be "McDermott Center" (the "**Corporation**"). It shall also be known by its legally adopted assumed name, "Haymarket Center".

ARTICLE II

PURPOSES, LIMITATIONS AND PROHIBITED ACTIVITIES

SECTION 1. PURPOSES. The Corporation's purposes are set forth in Article V of the Articles of Incorporation of the Corporation (the "**Articles of Incorporation**"), as amended from time-to-time.²

SECTION 2. LIMITATIONS. The Corporation has been formed under the Illinois General Not-for Profit Corporation Act (the "**Act**") for the charitable purposes described in the Articles of Incorporation, and it shall be nonprofit and nonpartisan. No substantial part of the activities of the Corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.

SECTION 3. PROHIBITED ACTIVITIES. The Corporation shall not, except in any insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes described in the Articles of Incorporation. The Corporation may not carry on any activity for the profit of its Officers, Directors or other persons or distribute any gains, profits or dividends to its Officers, Directors or other persons as such. Furthermore, nothing in this Article shall be construed as allowing the Corporation to engage in any activity not permitted to be carried on (i) by a corporation exempt from federal income tax under section 501(c)(3) of the

¹ This draft is intended to reflect current Illinois not-for-profit law and "best practices" for charitable institutions, focusing on governance and corporate ethics. As with any "best practice" standard, there is not one, exclusive standard because of the diversity of charitable institutions' missions, history and applicable laws. For more on this topic, please see

http://www.independentsector.org/uploads/Accountability_Documents/Principles_for_Good_Governance_and_Ethical_Practice.pdf

² If McDermott Center wishes to insert the corporate purpose, it should be verbatim from the articles of incorporation. Please note that if the purpose is changed, that will require an amendment to the articles and you will need to advise your lender, the IRS and any grant organizations that restrict changes to governing documents (the adoption of these amended and restated Bylaws should not require notice to your lender or IRS (I cannot say for certain whether your grant organizations require more)).

Internal Revenue Code of 1986, as amended (the "Code") or (ii) by a corporation, contributions to which are deductible under section 170(c)(2) of the Code.³

ARTICLE III

OFFICES

SECTION 1. **PRINCIPAL OFFICE.** The principal office of the Corporation, at which the general business of the Corporation will be transacted and where the records of the Corporation will be kept, will be at such a place in the Chicago, Illinois metropolitan area as may be fixed from time to time by resolution of the Board of Directors of the Corporation (the "**Board of Directors**"). Unless otherwise fixed, the principal office will be at 932 West Washington Boulevard/120 North Sangamon Street, Chicago Illinois.

SECTION 2. **OTHER OFFICES.** The Corporation may have other branch or subordinate offices either within or without the State of Illinois, as the Board of Directors may designate or as the business of the Corporation may from time to time require where the Corporation is qualified to transact business.

SECTION 3. **REGISTERED OFFICE.** The Corporation shall continuously maintain in the State of Illinois a registered office and a registered agent whose business office is identical with such office.

ARTICLE IV

MEMBERS

SECTION 1. **MEMBERS PROHIBITED.** The Corporation shall have no members.

SECTION 2. **VOTING.** All voting rights shall be vested in the Board of Directors.

ARTICLE V

BOARD OF DIRECTORS

SECTION 1. **GENERAL POWERS.** Subject to the provisions of the Articles of Incorporation of the Corporation, the Act and any other applicable laws, the property, business and affairs of the Corporation shall be managed, and all corporate powers shall be exercised, by or under the direction of the Corporation's Board of Directors. The Board may delegate the management of the activities of the Corporation to any person or persons, management company or committee however composed, provided that the activities and affairs of the Corporation shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board.

³ Sections 2 and 3 don't need to be included, but their inclusion serves as a reminder to the Board of key nonprofit law limitations/prohibitions. Please that while dissolution restriction in the Articles is not included here, the concepts of "private benefit" and "private inurement" are very technical and highly regulated by the IRS.

SECTION 2. NUMBER AND QUALIFICATIONS. The minimum number of Directors shall be NINE (9) and the maximum number of Directors shall be FOURTEEN (14), with the number within this range established by the Board of Directors by resolution, provided, however, that any decrease shall not have the effect of shortening the term of any incumbent Director.⁴ Directors need not be residents of State of Illinois. The Board of Directors shall make reasonable efforts to include individuals who will serve as Directors who represent the diversity of the State of Illinois, including, but not limited to, factors such as race, age, ethnicity, gender, or geography. Directors shall support the mission, goals, philosophies and objectives of the Corporation and the laws and regulations under which it is founded.⁵

SECTION 3. TERM OF OFFICE. The Board of Directors generally shall be elected for three year terms on a staggered basis such that approximately one third of the Directors' terms expire at the annual meeting in the first quarter of each calendar year. To the extent necessary to maintain this pattern and to fill vacancies on the Board as provided in SECTION 8 of this Article, some directors may be elected to terms shorter than or fractionally longer than three years. Each director shall hold office until the expiration of the term so elected and thereafter until a successor has been duly elected and qualified, subject to that director's resignation or removal as provided in this Article.

SECTION 4. NOMINATION AND ELECTION. Any person qualified to be a Director shall be nominated for election by the Board of Directors or a committee thereof. The Directors shall be elected from such nominees at the regularly scheduled annual meeting of the Board of Directors as prescribed by SECTION 9 of this Article. The nominees receiving the highest number of votes, up to the number of Directors to be elected at such meeting, shall be elected. Directors shall be eligible for re-election provided they continue to meet the qualifications required by SECTION 2 of this Article, if any.

SECTION 5. COMPENSATION.

(a) Directors shall not receive any stated salaries for their services but, by resolution of the Board of Directors, the Corporation may reimburse Directors for reasonable expenses of attendance at each regular or special meeting of the Board of Directors.

(b) In addition to Part (a) above, Directors may not be compensated for rendering services to the Corporation in a capacity other than as Directors, unless such compensation is reasonable and further provided that not more than 49% of the persons serving as Directors may be "interested persons" which, for purposes of these Bylaws means: (a) any Director currently being compensated by the Corporation for services rendered to it within the previous 12 months, whether as a full or part-time Officer or other employee, independent contractor, or otherwise (other than reimbursement for expenses as provided in these Bylaws); (b) any Director who receives, directly or indirectly, material financial benefits from the Corporation except, if applicable, as a member of the charitable class served by the Corporation; or (c) any Director whose brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law,

⁴ I revised the range to comply with the Act which permits a range, but not to exceed five. If the Board wants a range other than 9-14, that can be done, but it cannot be used to "remove" existing Directors.

⁵ This is a "best practice" where a corporation does not want to list specific qualifications for directorship. Otherwise, it is not necessary.

daughter-in-law, mother-in-law, or father-in-law is currently being compensated by (or receives material financial benefits from) the Corporation for services rendered to it within the previous 12 months, whether as a full or part-time Officer or other employee, independent contractor, or otherwise.⁶

SECTION 6. RESIGNATION OF DIRECTORS. Any Director may resign by giving written notice to the Board of Directors, President or Secretary. A resignation shall be effective upon the giving of written notice, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected before such time to take office when a resignation becomes effective. A Director shall not resign where the Corporation would be left without a duly elected Director in charge of its affairs.

SECTION 7. REMOVAL OF DIRECTORS.

(a) A Director may be removed with or without cause by the affirmative vote of a majority of the Directors then in office present and voting at a meeting of the Board of Directors at which a quorum is present. If the vote for the removal of one or more Directors is to take place at a special meeting called pursuant to SECTION 12 of this Article, written notice of the proposed removal must be prepared and delivered to all Directors pursuant to SECTION 12 of this Article, no fewer than twenty (20) days prior to the special meeting. Such notice must both include the purpose of the meeting (i.e., Removal of Directors) and list the Director or Directors sought to be removed.

(b) Any Director who fails to attend three consecutive meetings (either regular or special) of the Board of Directors shall be subject to removal for cause as provided in SECTION 7 above by the Board of Directors.⁷

SECTION 8. VACANCIES. A vacancy or vacancies in the Board shall be deemed to exist in the case of death, resignation, or removal of any Director or an increase in the authorized number of Directors. Any vacancy on the Board shall be filled by the affirmative vote of a majority of the remaining Directors, even if less than a quorum remains, or by a sole remaining Director. Each Director so elected shall hold office for the unexpired term of the predecessor in office.

SECTION 9. ANNUAL AND REGULAR MEETINGS.

(a) A regular annual meeting of the Board of Directors shall be held in the first quarter of each calendar year at a time, date and place to be fixed by the Board of Directors by resolution without other notice than such resolution for the purpose of electing the officers and Directors of the Corporation and for the transaction of such other business as may come before the meeting. If the day fixed for the annual meeting shall be a legal holiday, such meeting shall

⁶ This is a "best practice" regarding the sensitive issue of compensation to Directors. Otherwise, it is not necessary. Please note that where a director receives compensation beyond reimbursement of reasonable expenses, that director loses statutory protections exempting volunteer directors.

⁷ Section 7(b) was revised in response to the Notes, with more "flexibility" being that consecutive absences from Board meetings are grounds for removal, which still requires the requisite affirmative vote of the Board at a duly called meeting.

be held on the next succeeding business day. If the annual meeting is not so fixed, the annual meeting shall be held on the fourth Thursday of March at the Corporation's principal office, commencing at 4:00 pm Central Time.

(b) In addition to the annual meeting as aforesaid, the Corporation shall hold regular quarterly meetings no less frequently than each of the second, third, and fourth calendar quarters of each year, at a time and place to be fixed by the Board of Directors by resolution without other notice than such resolution. The Board of Directors may provide, by resolution, the time and place for the holding of additional regular meetings of the Board without other notice than such resolution.

(c) The failure to hold an annual meeting or regular meeting at a time(s) stated in or fixed in accordance with these Bylaws does not affect the validity of any corporate action. At each regular meeting (including the annual meeting), in addition to such matters as may be raised in accordance with the notice requirements of this Article, the President and/or chief financial officer shall report on the activities and financial condition of the Corporation.

SECTION 10. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by or at the request of the Chairperson, the President or any four Directors. The person or persons authorized to call special meetings of the Board may fix any place as the place for holding any special meeting called by them. A quorum for any special meeting shall consist of 50% or more of the Board then in office.⁸

SECTION 11. PLACE OF MEETING. Regular or special meetings of the Board shall be held at any place within or without the State of Illinois as designated from time to time by the Board.

SECTION 12. NOTICE OF MEETINGS. Notice of each meeting must be delivered by or at the direction of the Secretary to each Director at least five (5) days, but not more than sixty (60) days, before the day on which the meeting is to be held. Notice may be given by written notice delivered personally or electronically via facsimile, e-mail, or other electronic delivery methods permitted by law, or mailed to each Director at his address as shown on the records of the Corporation. If mailed, notice shall be deemed to have been delivered three days after deposit in the United States mail, with postage thereon prepaid. If notice is given by telegram, telex, e-mail, graphic scanning or other communication system, such notice shall be deemed to be delivered when sent. Oral notice shall be deemed to be delivered when it is communicated, in person or by telephone, to the recipient or to a person at the office of the recipient who the person giving the notice has reason to believe will promptly communicate it to the receiver.⁹

SECTION 13. NOTICE OR WAIVER. Neither the business to be transacted at, nor the purpose of, any meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting, except as provided in SECTION 7(a) of these Bylaws.

⁸ Please note that this provision is inconsistent with the Section 14 (Quorum), so I revised each so that the two Sections would be consistent. *Under the Act, a quorum must consist of a minimum of 1/3 of the voting members then in office.* Per the Notes, this section was revised to increase the quorum to $\geq 50\%$. As originally noted, the Act requires a minimum of 1/3 of the Board membership to constitute a quorum.

⁹ This section was revised to comport with the Act.

SECTION 14. QUORUM. Fifty percent (50%) or more of a majority of Directors then in office shall constitute a quorum for the transaction of business at any regular or special meeting of the Board, provided that if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting to another time without further notice.

SECTION 15. MANNER OF ACTING. The act of 50% or more of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors unless the act of a greater number is required by Act, the Articles of Incorporation or these Bylaws. No Director may vote by proxy on any matter of the Corporation.

SECTION 16. INFORMAL ACTION BY DIRECTORS. Any action required to be taken at a meeting of the Board of Directors, or any other action which may be taken at a meeting of the Board of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by 100% of the Directors then in office.

SECTION 17. TELEPHONIC MEETINGS. Unless specifically prohibited by the Articles of Incorporation or these Bylaws, members of the Board of Directors or of any committee of the Board may participate in and act at any meeting of such Board or committee through use of a telephone conference or other communications equipment by means of which all persons participating in the meeting can hear each other. Participation in such meetings shall constitute attendance in person at the meeting of the person or persons so participating.

SECTION 18. PRESUMPTION OF ASSENT. A Director who is present at a meeting of the Board of Directors at which action on a matter is taken shall be conclusively presumed to have assented to the action taken unless his dissent shall be entered into the minutes of the meeting or unless he shall file his dissent to such action with the person acting as secretary of such meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the Secretary immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

SECTION 19. CHAIRPERSON.

(a) At each annual meeting of the Board of Directors, the Board of Directors shall elect a Director to serve as Chairperson of the Board of Directors until such successor shall have been elected. The Chairperson shall preside at all meetings of the Board of Directors as provided in SECTION 20 of this Article, and act as spokesman for, the Board of Directors. The Chairperson shall participate in long-range planning for the Corporation and may sign such documents or instruments as the Board of Directors has authorized to execute and shall, in general, perform all duties incident to the Office of the Chairperson and such other duties as shall be prescribed by the Board of Directors from time to time. The Chairperson shall be *ex-officio* a member of every committee established by the Board of Directors. The Chairperson may, but need not, be the President of the Corporation.

(b) At each regular annual meeting, the Directors shall elect one Director to serve as Vice-Chairperson until such successor shall have been elected. The Vice-Chairperson shall assist the Chairperson in the discharge of the duties of the office and shall perform such other duties as from time to time may be assigned by the Chairperson. In the event of the

Chairperson's incapacity, the Vice-Chairperson shall perform the duties of the Chairperson and when so acting, shall have all of the powers of the Chairperson. The Directors may elect a second Vice-Chairperson, but no more than two.

SECTION 20. CONDUCT OF MEETINGS. Meetings of the Board of Directors shall be presided over by the Chairperson, or, if there is no Chairperson or the Chairperson is absent, the Vice Chairperson. The Secretary shall act as secretary of all meetings of the Board, provided that, if the Secretary is absent, the presiding officer shall appoint another person to act as secretary of the meeting. Meetings shall be governed by rules of procedure as may be determined by the Board from time to time, insofar as such rules are not inconsistent with or in conflict with these Bylaws, with the Articles of Incorporation or any provisions of the Act.¹⁰

SECTION 21. NON-LIABILITY OF DIRECTORS. The Directors shall not be personally liable for the debts, liabilities, or other obligations of the Corporation.

ARTICLE VI

OFFICERS

SECTION 1. OFFICERS. The officers of the Corporation (the "Officers") shall be a President, Vice Presidents, Treasurer, a Secretary, and such other officers as may be appointed as provided in these Bylaws. Officers whose authority and duties are not prescribed in these Bylaws shall have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any number of offices may be held by the same person, except that the Secretary and the Treasurer may not serve concurrently as either the President or the Chairperson.

SECTION 2. ELECTION AND TERM OF OFFICE. The Officers shall be elected annually by the Board of Directors at the annual meeting of the Board. Vacancies may be filled or new offices created and filled at any meeting of the Board of Directors. Each Officer shall hold office until such successor shall have been duly elected and shall have qualified or until death or until such Officer shall resign or shall have been removed in the manner provided in SECTION 3 of this Article. Election of an Officer shall not of itself create contract rights.

SECTION 3. REMOVAL. Subject to the rights, if any, of an Officer under any contract of employment, any Officer may be removed, with or without cause, (a) by the Board, at any regular or special meeting of the Board, or at the annual meeting of the Corporation, or (b) by an Officer on whom such power of removal may be conferred by the Board.

SECTION 4. RESIGNATION OF OFFICERS. Any Officer may resign at any time by giving written notice to the Corporation. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. Any resignation is without prejudice to the rights, if any of the Corporation under any contract to which the Officer is a party.

¹⁰ This is a "best practice" standard, not intended necessarily to alter any existing practices. Otherwise, it is not necessary.

SECTION 5. PRESIDENT. The President shall be the principal executive officer of the Corporation, except if and to the extent the Board of Directors has directed the Chairperson to so act. Subject to the direction and control of the Board of Directors, the President shall be in charge of the business and affairs of the Corporation, shall see that the resolutions and directives of the Board of Directors are carried into effect, except in those instances in which that responsibility is assigned to some other person by the Board of Directors, and, in general, shall discharge all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another Officer or agent of the Corporation or a different mode of execution is expressly prescribed by the Board of Directors or these Bylaws, the President may execute for the Corporation any contracts, deeds, mortgages, bonds, or other instruments which the Board of Directors has authorized to be executed, and may accomplish such execution either under or without the seal of the corporation and either individually or with the Secretary, any Assistant Secretary, or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. In the absence of the President, or the inability or refusal of the President to act, the Chairperson of the Board shall assume the duties of the office of, and be the acting, President until the Board of Directors elects or appoints a permanent President.

SECTION 6. VICE PRESIDENTS. The Board of Directors may elect or appoint one or more Vice-Presidents and assign such duties to such officers as they deem appropriate. Each such Vice-President shall assist and report to the President in the discharge of his duties and shall perform such other duties as the President (as the designated representative of the Board of Directors) may assign from time to time. Except in those instances in which the authority to execute is expressly prescribed by the Board of Directors or these Bylaws, the Vice-President may execute on behalf of the corporation any contract, deed, mortgage, bond or other instrument which the Board of Directors has authorized to be executed either individually or with the Secretary or other officer authorized by the Board of Directors according to the requirements of the form of the instrument.

SECTION 7. TREASURER.¹¹ The Treasurer shall be the principal accounting and financial officer of the Corporation, except in those instances in which that responsibility is assigned to some other person by the Board of Directors. The Treasurer:

(a) shall keep and maintain, or cause to be kept and maintained, adequate and correct books and records of accounts of the properties and transactions of the Corporation, including accounts of its assets, liabilities, receipts, disbursements, gains, losses, capital, retained earnings, and other matters customarily included in financial statements. The books of account shall be open to inspection by any Director at all reasonable times;

(b) shall prepare, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports;

¹¹ This is a "best practice" standard, not intended necessarily to alter any existing practices and contemplates the statutorily required officer of "Treasurer" oversee compliance with internal financial controls by the corporation's staff. Otherwise, it is not necessary.

(c) shall deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as may be designated by the Board of Directors; shall disburse, or cause to be disbursed, the funds of the Corporation as may be ordered by the Board of Directors; shall render, or cause to be rendered to the President and Board of Directors, whenever they request it, an account of all of his or her transactions as Treasurer and of the financial condition of the Corporation; and shall have other powers and perform such other duties incident to the office of Treasurer as may be prescribed by the Board of Directors or these Bylaws;

(d) if required by the Board of Directors, shall give the Corporation a bond in the amount and with the surety or sureties specified by the Board of Directors for faithful performance of the duties of his office and for restoration to the Corporation of all its books, papers, vouchers, money, and other property of every kind in such Officer's possession or under such Officer's control on death, resignation, retirement, or removal from office; and

(e) shall perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Chairperson of the Board or by the Board of Directors.

SECTION 8. SECRETARY. The Secretary:

(a) shall certify and keep or cause to be kept at the principal office of the Corporation the original or a copy of these Bylaws as amended to date;

(b) shall keep or cause to be kept a minute book as described in ARTICLE XII;

(c) shall give, or cause to be given, notice of all meetings of the Board in accordance with these Bylaws;

(d) upon request, shall exhibit or cause to be exhibited at all reasonable times to any Director, or to his or her agent or attorney, these Bylaws and the minute book;

(e) shall keep or cause to be kept the seal of the Corporation, if any, in safe custody, and shall have such other powers and perform such other duties incident to the office of Secretary as may be prescribed by the Board of Directors or these Bylaws.

SECTION 9. APPOINTIVE OFFICERS. The Board of Directors may empower the Chairperson or President to appoint or remove such other Officers as the business of the Corporation may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board of Directors from time to time may determine, and such other Officers shall receive such compensation, have such tenure, and exercise such authority as the person appointing such Officers shall specify. All appointments made by the Chairperson hereunder and all the terms and conditions thereof must be reported to the Board of Directors. No appointive Officer shall have any contractual rights against the Corporation for compensation by virtue of such appointment, except as otherwise provided in an employment contract.

SECTION 10. VACANCIES. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed by these Bylaws for regular election or appointment to such office, provided that such vacancy shall be filled when it occurs and not on an annual basis.

SECTION 11. COMPENSATION OF OFFICERS AND EMPLOYEES.¹²

(a) The salaries of the officers, if any, shall be fixed from time to time by the Board of Directors (or by the person or Committee to whom the Board of Directors has delegated this function), and no officer shall be prevented from receiving such salary by reason of the fact that he is also a Director of the Corporation, provided, however, that such compensation paid to a Director for serving as an Officer shall only be allowed if permitted under the provisions of SECTION 5 of ARTICLE V. In all cases, any salaries received by Officers shall be reasonable and given in return for services actually rendered for the Corporation which relate to the performance of the public benefit purposes of the Corporation. No salaried Officer serving as a Director shall be permitted to vote on his or her own compensation as an Officer.

(b) The Board of Directors (or the Committee to whom the Board of Directors has delegated this function) shall periodically review the fairness of compensation, including benefits, paid to every person, regardless of title, with powers, duties, or responsibilities comparable to the president or senior vice president, (i) once such person is hired, (ii) upon any extension or renewal of such person's term of employment, and (iii) when such person's compensation is modified (unless all employees are subject to the same general modification of compensation).

(c) The Board of Directors (or the Committee to whom the Board of Directors has delegated this function) shall ensure that no more than reasonable compensation is paid to the Corporation's employees. "Reasonable compensation" is the value that would ordinarily be paid for like services by similar organizations under similar circumstances.

ARTICLE VII

TRANSACTIONS BETWEEN CORPORATION AND DIRECTORS OR OFFICERS¹³

SECTION 1. TRANSACTIONS WITH DIRECTORS AND OFFICERS.

(a) Interested Party Transactions. Except as described in Part (b) of this SECTION 1, the Corporation shall not be a party to any transaction:

(1) in which one or more of its Directors or Officers has a material financial interest, or

¹² This is a "best practice" standard, not intended necessarily to alter any existing practices. Unlike some states, the Act does not specifically require that a nonprofit's Board review and approve the compensation of the chief executive officer or president or other officers. Otherwise, it is not necessary.

¹³ This Article is intended to comport with the IRS requirement of conflict of interest - it is similar to the sample policy included in the IRS instructions to IRS Form 1023. The policy does NOT need to be a part of the Bylaws, but its inclusion serves as a reminder to the Board.

(2) with any corporation, firm, association, or other entity in which one or more Directors or Officers has a material financial interest.

(b) Requirements to Authorize Interested Party Transactions. The Corporation shall not be a party to any transaction described in Part (a) of this SECTION 1 unless:

(1) the Corporation enters into the transaction for its own benefit;

(2) the transaction is fair and reasonable to the Corporation at the time the transaction is entered into;

(3) prior to consummating the transaction or any part thereof, the Board of Directors authorizes or approves the transaction in good faith, by a vote of a majority of Directors then in office (without counting the vote of the interested Directors), and with knowledge of the material facts concerning the transaction and the interested Director's or Officer's financial interest in the transaction;

(4) prior to authorizing or approving the transaction, the Board of Directors considers and in good faith determines after reasonable investigation that the Corporation could not obtain a more advantageous arrangement with reasonable effort under the circumstances; and

(5) the minutes of the Board of Directors meeting at which such action was taken reflect that the Board considered and made the findings described in paragraphs (1) through (4) of this Part (b) of SECTION 1.

(c) Material Financial Interest. A Director or Officer shall not be deemed to have a "material financial interest" in a transaction:

(1) that fixes the compensation of a Director as an Officer;

(2) if the contract or transaction is part of a public or charitable program of the Corporation and it (A) is approved or authorized by the Corporation in good faith and without unjustified favoritism, and (B) results in a benefit to one or more Directors or their families only because they are in the class of persons intended to be benefited by the program; or

(3) where the interested Director has no actual knowledge of the transaction and it does not exceed the lesser of one percent of the gross receipts of the corporation for the preceding year or \$100,000.

SECTION 2. LOANS TO DIRECTORS AND OFFICERS. The Corporation shall not make any loan of money or property to or guarantee the obligation of any Director or Officer, unless approved by the Attorney General; except that, however, the Corporation may advance money to a Director or Officer for expenses reasonably anticipated to be incurred in the performance of duties of such Director or Officer, if in the absence of such advance, such Director or Officer would be entitled to be reimbursed for such expenses by the Corporation. The limitation above does not apply if (a) the loan is necessary, in the judgment of the Board, to provide financing for the purchase of the principal residence of an Officer in order to secure the

services of (or continued services of) the Officer and the loan is secured by real property located in Illinois; or (b) the loan is for the payment of premiums on a life insurance policy on the life of a Director or Officer and repayment to the Corporation of the amount paid by it is secured by the proceeds of the policy and its cash surrender value.

SECTION 3. INTERLOCKING DIRECTORATES. No contract or other transaction between the Corporation and any corporation, firm or association of which one or more Directors are directors is either void or voidable because such Director(s) are present at the Board of Directors or Committee meeting that authorizes, approves or ratifies the contract or transaction, if (a) the material facts as to the transaction and as to such Director's other directorship are fully disclosed or known to the Board of Directors or Committee, and the Board of Directors or Committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient without counting the vote of the common Director(s) (subject to the quorum provisions of ARTICLE V); or if (ii) the contract or transaction is just and reasonable as to the Corporation at the time it is authorized, approved or ratified.

SECTION 4. DUTY OF LOYALTY; CONSTRUCTION WITH ARTICLE IX.¹⁴ Nothing in this ARTICLE VII shall be construed to derogate in any way from the duty of loyalty that every Director and Officer owes to the Corporation under Illinois law. Furthermore, nothing in this ARTICLE VII shall be construed to override or amend the provisions of ARTICLE IX. All conflicts between the two articles shall be resolved in favor of ARTICLE IX.

ARTICLE VIII

COMMITTEES AND ADVISORY BODIES

SECTION 1. COMMITTEES OF DIRECTORS.

(a) Generally. In addition to the Mandatory Committees referred to below, the Board of Directors may designate one or more committees (including the Mandatory Committees, each, a "**Committee**"). Each Committee shall consist of three or more Directors, a majority of its members shall be Directors, and all Committee members shall serve at the pleasure of the Board. A Committee, to the extent provided in any enabling resolution, shall have and exercise the authority of the Board of Directors in the management of the Corporation, however, no such Committee shall have the authority of the Board of Directors with respect to:

- (1) adopting, amending, altering or repealing the Bylaws;
- (2) electing, appointing, removing or determining the compensation of any member of any such committee or any Director or Officer of the Corporation;
- (3) amending the Articles of Incorporation;
- (4) adopting a plan of merger or adopting a plan of consolidation with another corporation;

¹⁴ This is a "best practice" standard, not intended necessarily to alter any existing practices. Otherwise, it is not necessary.

(5) authorizing the sale, lease, exchange or mortgage of all or substantially all of the property and assets of the Corporation;

(6) authorizing the voluntary dissolution of the Corporation or revoking proceedings therefor;

(7) adopting a plan for the distribution of the assets of the Corporation; or

(8) amending, altering, repealing or taking action inconsistent with any resolution of the Board of Directors which by its terms provides that it shall not be amended, altered or repealed by such committee.

The designation and appointment of any such Committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or such Director by law. The Board of Directors may adopt rules for the governance of any Committee not inconsistent with the provisions by these Bylaws. In the absence of rules adopted by the Board of Directors, the Committee may adopt such rules.

(b) Mandatory Committees. The Corporation shall by enabling resolution(s) establish the following three Board Committees (the “**Mandatory Committees**”):

(1) *Executive Committee*: The Executive Committee shall consist of the current Chairperson, Vice Chairperson, President/CEO, Chairperson of each of the standing committees of the Board of Directors and any additional Directors selected by the Board. It shall meet as necessary to carry out its duties. The Executive Committee shall act in place of the Board in between regular Board meetings, when immediate action is required, and shall report on any action taken at the next Board meeting. When a decision can be deferred until the next Board meeting, the Executive Committee will not act on the matter. No Executive Committee meeting shall be held in lieu of a regular Board meeting, unless agreed to by a majority of the Directors. The Executive Committee may also initiate new issues for recommendation to the Board on its own volition.

(2) *Audit and Finance Committee*:¹⁵ The Audit and Finance Committee shall consist of the Audit and Finance Committee and Audit Subcommittee. The Audit and Finance Committee shall act as financial advisor to the Board in all financial affairs of the Corporation, including, but not limited to: overseeing the preparation of the annual operating budget, considering and making recommendations on matters of financial interest with respect to which the Board may request its consideration and action, recommending the adoption of policies for financial management practices, and long-range financial planning. The Treasurer shall be a member of the Audit and Finance Committee, but not the Audit Subcommittee. The Audit Subcommittee shall not include any management Directors or paid or unpaid Officers, staff or employees of the Corporation, including, if staff members or employees, the President or chief executive officer or the Treasurer or chief financial officer (if any). The Audit Subcommittee shall (i) reasonably satisfy themselves by inquiry or otherwise that the Corporation’s annual financial statements have been prepared using generally accepted

¹⁵ In response to the Notes, there does NOT need to be a separate committee for audit and finance functions. Often, however, those functions are separated with only limited overlap of membership.

accounting principles and have been audited by an independent certified public accountant ("CPA") in conformity with generally accepted auditing standards; and (ii) make the audit available to the Attorney General and to the public on the same basis that the Internal Revenue Service Form 990 is required to be made available. In addition, subject to the supervision of the Board of Directors, the Audit Subcommittee shall: (A) make recommendations to the Board on the hiring and firing of the CPA; (B) confer with the CPA to satisfy Audit Committee members that the financial affairs of the Corporation are in order; (C) approve non-audit services by the CPA and ensure such services conform to standards in the Yellow Book issued by the United States Comptroller General; (D) if requested by the Board of Directors, negotiate the CPA's compensation on behalf of the Board; and (E) any other responsibility the Board of Directors or the Audit and Finance Committee may authorize or direct from time to time. The Chairperson of the Audit and Finance Committee shall be Chairperson of the Audit Subcommittee unless the Board decides otherwise.

(3) *Compensation, Nominating and Governance Committee:* The Compensation, Nominating and Governance Committee shall assist the Board of Directors in:

(i) making recommendations to the independent directors with respect to the compensation of the President/Chief Executive Officer;

(ii) reviewing and approving the compensation of the Corporation's other managers and employees who have substantial influence over the affairs of the Corporation ("key executives");

(iii) reviewing and approving management incentive compensation policies and programs;

(iv) reviewing and approving bonus compensation programs for employees and exercising discretion in the administration of such programs;

(v) developing and overseeing implementation of policies and procedures regarding Board size, leadership and composition, recommendations of candidates for nomination to the Board, Board guidelines and conflicts of interest;

(vi) determining qualifications and characteristics needed by Directors;

(vii) identifying, screening and reviewing individuals who are qualified to serve as Directors;

(viii) recommending to the Board candidates for nomination and appointment to the Board, and its Committees;

(ix) assisting in orientation programs for newly appointed Directors;

(x) evaluating the effectiveness of Directors;

(xi) reviewing on a regular basis the overall governance of the Corporation and recommending improvements when necessary to the Board; and

(xii) assuming any other responsibility the Board of Directors may authorize or direct from time to time.

(c) Meetings and Action of Board Committees. Except as otherwise provided in this ARTICLE VIII, meetings and action of Committees shall be governed by, and held and taken in accordance with, the provisions of ARTICLE V concerning meetings of Directors, with such changes in the context of ARTICLE V as are necessary to substitute the Committee and its members for the Board of Directors and its members, except that the time for regular meetings of Committees may be determined by resolution of the Board of Directors, and special meetings of Committees may also be called by resolution of the Board of Directors. Minutes shall be kept of each meeting of any Committee and shall be filed with the Corporation's records. Each Committee shall report to the Board of Directors from time to time as the Board of Directors may require.

(d) Quorum Rules for Board Committees. Fifty percent or more of the Committee members shall constitute a quorum for the transaction of Committee business, except to adjourn. Fifty percent or more of the Committee members present, whether or not constituting a quorum, may adjourn any meeting to another time and place. Every act taken or decision made by a majority of the Committee members present at a meeting duly held at which a quorum is present shall be regarded as an act of the Committee, subject to the provisions of the Act relating to actions that require a majority vote of the entire Board of Directors. A meeting at which a quorum is initially present may continue to transact business, notwithstanding the withdrawal of Committee members, if any action taken is approved by at least a majority of the required quorum for that meeting.

(e) Revocation of Delegated Authority. The Board of Directors may, at any time, revoke or modify any or all of the authority that the Board has delegated to a Committee, increase or decrease (but not below two) the number of members of a Committee, and fill vacancies in a Committee from the members of the Board.

SECTION 2. ADVISORY BOARD. The Board of Directors may designate one or more commissions, advisory bodies or other such bodies (an "Advisory Board(s)") which shall not have the authority of the Board of Directors. Except as otherwise provided in the enabling resolution, members of each such Advisory Board may be, but need not be, Directors or Officers of the Corporation, and the Board of Directors shall appoint the members thereof. Any member thereof may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation shall be served by such removal. Each member of an Advisory Board shall continue as such until the next annual meeting of the Board of Directors and until such successor is appointed, unless the Advisory Board shall be sooner terminated, or unless the authorizing resolution provides a specific term for such Advisory Board membership, or unless such member be removed from such Advisory board, or unless such member shall cease to qualify as a member thereof. One member of each Advisory Board shall be appointed chairman of such Advisory Board. Vacancies in the membership of any Advisory Board may be filled by appointments made in the same manner as provided in the case of the original appointments.

Unless otherwise provided in the resolution of the Board designating an Advisory Board, 50% or more of the whole Advisory Board shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the Advisory Board. Each Advisory Board may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the Board of Directors. The authority of an Advisory Board may be exercised without a meeting if a consent in writing, setting forth the action taken, be signed by 100% of the members entitled to vote.

ARTICLE IX

INDEMNIFICATION¹⁶

SECTION 1. DEFINITIONS. For purposes of this Article,

(a) "**Agent**" means any person who is or was a Director, Officer, employee, or other agent of the Corporation, or is or was serving at the request of the Corporation as a Director, Officer, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, or was a Director, Officer, employee, or agent of a foreign or domestic corporation that was a predecessor corporation of the Corporation or of another enterprise at the request of the predecessor corporation;

(b) "**Expenses**" includes, without limitation, all attorneys' fees, costs, and any other expenses reasonably incurred in the defense of any claims or proceedings against an Agent by reason of his or her position or relationship as Agent and all attorneys' fees, costs, and other expenses reasonably incurred in establishing a right to indemnification under this Article; and

(c) "**Proceeding**" means any threatened, pending, or completed action or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Corporation).

SECTION 2. THIRD PARTY PROCEEDINGS. The Corporation shall indemnify any Agent who was or is a party, or is threatened to be made a party to any Proceeding by reason of the fact that he or she is or was an Agent, for Expenses in connection with such Proceeding, if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal Proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any Proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Corporation or, with respect to any criminal Proceeding, that he had reasonable cause to believe that his or her conduct was unlawful.

SECTION 3. PROCEEDINGS BY THE CORPORATION. The Corporation shall indemnify any Agent who was or is a party or is threatened to be made a party to any Proceeding by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was an Agent, for Expenses, if he or she acted in good faith and in a manner he or

¹⁶ Substantively, unchanged. This Article comports with the requirements of the Act.

she reasonably believes to be in, or not opposed to the best interests of the Corporation, provided that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Corporation, unless, and only to the extent that the court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses as the court shall deem proper.

SECTION 4. SUCCESSFUL DEFENSE. To the extent that an Agent has been successful on the merits or otherwise in the defense of any Proceeding referred to in Sections 1 and 2 of this ARTICLE IX or in defense of any claim, issue of matter therein, he or she shall be indemnified for Expenses.

SECTION 5. DETERMINATION OF STANDARD OF CONDUCT. Any indemnification under Sections 1 or 2 of this ARTICLE IX (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case, upon the determination that indemnification of the Agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Sections 1 or 2 of ARTICLE IX. Such determination shall be made by the Board by a majority vote of a quorum consisting of Directors who are not parties to such Proceeding, or if such a quorum is not obtainable, or even if obtainable, if a quorum of disinterested Directors so directs, by independent legal counsel in a written opinion.

SECTION 6. ADVANCE PAYMENT. Expenses incurred in defending a Proceeding may be paid by the Corporation in advance of the final disposition of such Proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the Agent to repay such amount unless it shall ultimately be determined that he or she is entitled to such indemnification by the Corporation as authorized in this ARTICLE IX.

SECTION 7. CONSTRUCTION OF THIS ARTICLE. The right of indemnification provided by this ARTICLE IX shall be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of disinterested Directors, or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be an Agent, and shall inure to the benefit of the heirs, executors and administrators of such Agent.

SECTION 8. INSURANCE. The Corporation may purchase and maintain insurance on behalf of any Agent against any liability asserted against, and incurred by, such Agent or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under the provisions of this ARTICLE IX.

ARTICLE X

FISCAL YEAR

The fiscal year of the Corporation shall be set by resolution of the Board Directors.

ARTICLE XI

CONTRACTS, CHECKS, DEPOSITS AND FUNDS

SECTION 1. CONTRACTS. The Board of Directors may authorize any Officer or Officers, agent or agents of the Corporation in addition to the Officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances. Unless so authorized, no Officer, agent, or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable monetarily for any purpose or in any amount.

SECTION 2. CHECKS, DRAFTS, NOTES, NEGOTIABLE INSTRUMENTS ETC. Except as otherwise specifically determined by resolution of the Board of Directors, or as otherwise required by law, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the Corporation shall be signed by the President or such other Officers having signing privileges. For expenditures of \$2,000.00 or more, the signature of the President and another Officer having signing privileges shall be required.

SECTION 3. DEPOSITS. All funds of the Corporation shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select.

SECTION 4. GIFTS. The Board of Directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Corporation.

ARTICLE XII

BOOKS AND RECORDS

SECTION 1. MINUTE BOOK. The Corporation shall keep a minute book in written form which shall contain a record of all actions by the Board or any committee including (i) the time, date and place of each meeting; (ii) whether a meeting is regular or special and, if special, how called; (iii) the manner of giving notice of each meeting and a copy thereof; (iv) the names of those present at each meeting of the Board or any Committee thereof; (v) the minutes of all meetings; (vi) any written waivers of notice, consents to the holding of a meeting or approvals of the minutes thereof; (vii) all written consents for action without a meeting; (viii) all protests concerning lack of notice; and (ix) formal dissents from Board actions.

SECTION 2. BOOKS AND RECORDS OF ACCOUNT. The Corporation shall keep adequate and correct books and records of account. "Correct books and records" includes, but is not necessarily limited to: accounts of properties and transactions, its assets, liabilities, receipts, disbursements, gains, and losses.

SECTION 3. ARTICLES OF INCORPORATION AND BYLAWS. The Corporation shall keep at its principal office, the original or a copy of the Articles of Incorporation and Bylaws as amended to date.

SECTION 4. MAINTENANCE AND INSPECTION OF FEDERAL TAX EXEMPTION APPLICATION AND ANNUAL INFORMATION RETURNS. The Corporation shall at all times keep at its principal office a copy of its federal tax exemption application and, for three years from their date of filing, its annual information returns. These documents shall be open to public inspection and copying to the extent required by the Code.

SECTION 5. ANNUAL REPORT; STATEMENT OF CERTAIN TRANSACTIONS.¹⁷ The Board shall cause an annual report to be sent to each Director within 120 days after the close of the Corporation's fiscal year containing the following information:

- (a) The assets and liabilities of the Corporation as of the end of the fiscal year;
- (b) The principal changes in assets and liabilities, including trust funds, during the fiscal year;
- (c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for this fiscal year;
- (d) The expenses or disbursements of the Corporation for both general and restricted purposes during the fiscal year;
- (e) A statement of any transaction (i) to which the Corporation, its parent, or its subsidiary was a party, (ii) which involved more than \$50,000 or which was one of a number of such transactions with the same person involving, in the aggregate, more than \$50,000, and (iii) in which either of the following interested persons had a direct or indirect material financial interest (a mere common directorship is not a financial interest):
 - (1) Any Director or Officer of the Corporation, its parent, or its subsidiary;
 - (2) Any holder of more than 10% of the voting power of the Corporation, its parent, or its subsidiary.

The statement shall include: (i) a brief description of the transaction; (ii) the names of interested persons involved; (iii) their relationship to the Corporation; (iv) the nature of their interest in the transaction, and; (v) when practicable, the amount of that interest, provided that, in the case of a partnership in which such person is a partner, only the interest of the partnership need be stated; and

(f) A brief description of the amounts and circumstances of any loans, guaranties, indemnifications, or advances aggregating more than \$10,000 paid during the fiscal year to any Officer or Director under ARTICLE VII or ARTICLE IX.

SECTION 6. DIRECTORS' RIGHTS OF INSPECTION. Every Director shall have the absolute right at any reasonable time to inspect the books, records, documents of every kind, and

¹⁷ This is a "best practice" standard, not intended necessarily to alter any existing practices. Subpart (e) is intended to provide Board with clear notice of potentially significant events, some of which might be reportable to the IRS or Attorney General. Otherwise, it is not necessary.

physical properties of the Corporation and each of its subsidiaries. The inspection may be made in person or by the Director's agent or attorney. The right of inspection includes the right to copy and make extracts of documents.

ARTICLE XIII

SEAL

The Board of Directors may adopt a corporate seal having inscribed thereon the name of the Corporation and the words "Corporate Seal, Illinois." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced, provided that the affixing of the corporate seal to an instrument shall not give the instrument additional force or effect, or change the instruction thereof, and the use of the corporate seal is not mandatory.

ARTICLE XIV

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of the Act or under the provisions of the Articles of Incorporation or the Bylaws of the Corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Attendance at any meeting shall constitute waiver of notice thereof unless the person at the meeting objects to the holding of the meeting because proper notice was not given.

ARTICLE XV

CONSTRUCTION AND DEFINITIONS

Unless the context requires otherwise, the general provisions, rules of construction, and definitions of Act shall govern the construction of these Bylaws. Without limiting the generality of the above, the masculine gender includes the feminine and neuter, the singular number includes the plural, the plural number includes the singular, and the term "person" includes both the Corporation and a natural person. All references to statutes, regulations and laws shall include any future statutes, regulations and laws that replace those referenced.

ARTICLE XVI

AMENDMENTS

SECTION 1. AMENDMENT BY DIRECTORS. The Board may adopt, amend or repeal bylaws. Such power is subject to the following limitations:

(a) Where any provision of these Bylaws requires the vote of a larger proportion of the Directors than otherwise is required by law, such provision may not be altered, amended or repealed except by the vote of such greater number.

(b) No amendment may extend the term of a Director beyond that for which such Director was elected.

(c) If the Bylaws are adopted, amended or repealed at a meeting of the Board, such action is authorized only at a duly called and held meeting for which written notice of such meeting, setting forth the proposed bylaw revisions with explanations therefor, is given in accordance with these Bylaws, unless such notice is waived in accordance with these Bylaws.

* * *

**COOK COUNTY
ECONOMIC DISCLOSURE STATEMENT
AND EXECUTION DOCUMENT
INDEX**

Haymarket Center

Section	Description	Pages
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2	Certifications	EDS 1- 2
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SECTION 1
INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT

This Economic Disclosure Statement and Execution Document ("EDS") is to be completed and executed by every Bidder on a County contract, every Proposer responding to a Request for Proposals, and every Respondent responding to a Request for Qualifications, and others as required by the Chief Procurement Officer. The execution of the EDS shall serve as the execution of a contract awarded by the County. The Chief Procurement Officer reserves the right to request that the Bidder or Proposer, or Respondent provide an updated EDS on an annual basis.

Definitions. Terms used in this EDS and not otherwise defined herein shall have the meanings given to such terms in the Instructions to Bidders, General Conditions, Request for Proposals, Request for Qualifications, as applicable.

Affiliate means a person that directly or indirectly through one or more intermediaries, Controls is Controlled by, or is under common Control with the Person specified.

Applicant means a person who executes this EDS.

Bidder means any person who submits a Bid.

Code means the Code of Ordinances, Cook County, Illinois available on municode.com.

Contract shall include any written document to make Procurements by or on behalf of Cook County.

Contractor or *Contracting Party* means a person that enters into a Contract with the County.

Control means the unfettered authority to directly or indirectly manage governance, administration, work, and all other aspects of a business.

EDS means this complete Economic Disclosure Statement and Execution Document, including all sections listed in the Index and any attachments.

Joint Venture means an association of two or more Persons proposing to perform a for-profit business enterprise. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationship between the partners and their relationship and respective responsibility for the Contract

Lobby or *lobbying* means to, for compensation, attempt to influence a County official or County employee with respect to any County matter.

Lobbyist means any person who lobbies.

Person or *Persons* means any individual, corporation, partnership, Joint Venture, trust, association, Limited Liability Company, sole proprietorship or other legal entity.

Prohibited Acts means any of the actions or occurrences which form the basis for disqualification under the Code, or under the Certifications hereinafter set forth.

Proposal means a response to an RFP.

Proposer means a person submitting a Proposal.

Response means response to an RFQ.

Respondent means a person responding to an RFQ.

RFP means a Request for Proposals issued pursuant to this Procurement Code.

RFQ means a Request for Qualifications issued to obtain the qualifications of interested parties.

**INSTRUCTIONS FOR COMPLETION OF
ECONOMIC DISCLOSURE STATEMENT AND EXECUTION DOCUMENT**

Section 1: Instructions. Section 1 sets forth the instructions for completing and executing this EDS.

Section 2: Certifications. Section 2 sets forth certifications that are required for contracting parties under the Code and other applicable laws. Execution of this EDS constitutes a warranty that all the statements and certifications contained, and all the facts stated, in the Certifications are true, correct and complete as of the date of execution.

Section 3: Economic and Other Disclosures Statement. Section 3 is the County's required Economic and Other Disclosures Statement form. Execution of this EDS constitutes a warranty that all the information provided in the EDS is true, correct and complete as of the date of execution, and binds the Applicant to the warranties, representations, agreements and acknowledgements contained therein.

Required Updates. The Applicant is required to keep all information provided in this EDS current and accurate. In the event of any change in the information provided, including but not limited to any change which would render inaccurate or incomplete any certification or statement made in this EDS, the Applicant shall supplement this EDS up to the time the County takes action, by filing an amended EDS or such other documentation as is required.

Additional Information. The County's Governmental Ethics and Campaign Financing Ordinances impose certain duties and obligations on persons or entities seeking County contracts, work, business, or transactions, and the Applicant is expected to comply fully with these ordinances. For further information please contact the Director of Ethics at (312) 603-4304 (69 W. Washington St. Suite 3040, Chicago, IL 60602) or visit the web-site at cookcountyil.gov/ethics-board-of.

Authorized Signers of Contract and EDS Execution Page. If the Applicant is a corporation, the President and Secretary must execute the EDS. In the event that this EDS is executed by someone other than the President, attach hereto a certified copy of that section of the Corporate By-Laws or other authorization by the Corporation, satisfactory to the County that permits the person to execute EDS for said corporation. If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a partnership or joint venture, all partners or joint venturers must execute the EDS, unless one partner or joint venture has been authorized to sign for the partnership or joint venture, in which case, the partnership agreement, resolution or evidence of such authority satisfactory to the Office of the Chief Procurement Officer must be submitted with this Signature Page.

If the Applicant is a member-managed LLC all members must execute the EDS, unless otherwise provided in the operating agreement, resolution or other corporate documents. If the Applicant is a manager-managed LLC, the manager(s) must execute the EDS. The Applicant must attach either a certified copy of the operating agreement, resolution or other authorization, satisfactory to the County, demonstrating such person has the authority to execute the EDS on behalf of the LLC. If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

If the Applicant is a Sole Proprietorship, the sole proprietor must execute the EDS.

A "Partnership" "Joint Venture" or "Sole Proprietorship" operating under an Assumed Name must be registered with the Illinois county in which it is located, as provided in 805 ILCS 405 (2012), and documentation evidencing registration must be submitted with the EDS.

SECTION 2

CERTIFICATIONS

THE FOLLOWING CERTIFICATIONS ARE MADE PURSUANT TO STATE LAW AND THE CODE. THE APPLICANT IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE APPLICANT THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE APPLICANT IS NOTIFIED THAT IF THE COUNTY LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE APPLICANT SHALL BE SUBJECT TO TERMINATION.

A. PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or sub-contract, for a period of five (5) years from the date of conviction or entry of a plea or admission of guilt, civil or criminal, if that person or business entity:

- 1) Has been convicted of an act committed, within the State of Illinois, of bribery or attempting to bribe an officer or employee of a unit of state, federal or local government or school district in the State of Illinois in that officer's or employee's official capacity;
- 2) Has been convicted by federal, state or local government of an act of bid-rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act. Act. 15 U.S.C. Section 1 *et seq.*;
- 3) Has been convicted of bid-rigging or attempting to rig bids under the laws of federal, state or local government;
- 4) Has been convicted of an act committed, within the State, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and the Clayton Act. 15 U.S.C. Section 1, *et seq.*;
- 5) Has been convicted of price-fixing or attempting to fix prices under the laws the State;
- 6) Has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois;
- 7) Has made an admission of guilt of such conduct as set forth in subsections (1) through (6) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to; or
- 8) Has entered a plea of *nolo contendere* to charge of bribery, price-fixing, bid-rigging, or fraud, as set forth in subparagraphs (1) through (6) above.

In the case of bribery or attempting to bribe, a business entity may not be awarded a contract if an official, agent or employee of such business entity committed the Prohibited Act on behalf of the business entity and pursuant to the direction or authorization of an officer, director or other responsible official of the business entity, and such Prohibited Act occurred within three years prior to the award of the contract. In addition, a business entity shall be disqualified if an owner, partner or shareholder controlling, directly or indirectly, 20% or more of the business entity, or an officer of the business entity has performed any Prohibited Act within five years prior to the award of the Contract.

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant has read the provisions of Section A, Persons and Entities Subject to Disqualification, that the Applicant has not committed any Prohibited Act set forth in Section A, and that award of the Contract to the Applicant would not violate the provisions of such Section or of the Code.

B. BID-RIGGING OR BID ROTATING

THE APPLICANT HEREBY CERTIFIES THAT: In accordance with 720 ILCS 5/33 E-11, neither the Applicant nor any Affiliated Entity is barred from award of this Contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid rotating.

C. DRUG FREE WORKPLACE ACT

THE APPLICANT HEREBY CERTIFIES THAT: The Applicant will provide a drug free workplace, as required by (30 ILCS 580/3).

D. DELINQUENCY IN PAYMENT OF TAXES

THE APPLICANT HEREBY CERTIFIES THAT: *The Applicant is not an owner or a party responsible for the payment of any tax or fee administered by Cook County, by a local municipality, or by the Illinois Department of Revenue, which such tax or fee is delinquent, such as bar award of a contract or subcontract pursuant to the Code, Chapter 34, Section 34-171.*

E. HUMAN RIGHTS ORDINANCE

No person who is a party to a contract with Cook County ("County") shall engage in unlawful discrimination or sexual harassment against any individual in the terms or conditions of employment, credit, public accommodations, housing, or provision of County facilities, services or programs (Code Chapter 42, Section 42-30 et seq.).

F. ILLINOIS HUMAN RIGHTS ACT

THE APPLICANT HEREBY CERTIFIES THAT: *It is in compliance with the Illinois Human Rights Act (775 ILCS 5/2-105), and agrees to abide by the requirements of the Act as part of its contractual obligations.*

G. INSPECTOR GENERAL (COOK COUNTY CODE, CHAPTER 34, SECTION 34-174 and Section 34-250)

The Applicant has not willfully failed to cooperate in an investigation by the Cook County Independent Inspector General or to report to the Independent Inspector General any and all information concerning conduct which they know to involve corruption, or other criminal activity, by another county employee or official, which concerns his or her office of employment or County related transaction.

The Applicant has reported directly and without any undue delay any suspected or known fraudulent activity in the County's Procurement process to the Office of the Cook County Inspector General.

H. CAMPAIGN CONTRIBUTIONS (COOK COUNTY CODE, CHAPTER 2, SECTION 2-585)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning campaign contributions, which is codified at Chapter 2, Division 2, Subdivision II, Section 585, and can be read in its entirety at www.municode.com.

I. GIFT BAN, (COOK COUNTY CODE, CHAPTER 2, SECTION 2-574)

THE APPLICANT CERTIFIES THAT: It has read and shall comply with the Cook County's Ordinance concerning receiving and soliciting gifts and favors, which is codified at Chapter 2, Division 2, Subdivision II, Section 574, and can be read in its entirety at www.municode.com.

J. LIVING WAGE ORDINANCE PREFERENCE (COOK COUNTY CODE, CHAPTER 34, SECTION 34-160;

Unless expressly waived by the Cook County Board of Commissioners, the Code requires that a living wage must be paid to individuals employed by a Contractor which has a County Contract and by all subcontractors of such Contractor under a County Contract, throughout the duration of such County Contract. The amount of such living wage is annually by the Chief Financial Officer of the County, and shall be posted on the Chief Procurement Officer's website.

The term "Contract" as used in Section 4, I, of this EDS, specifically excludes contracts with the following:

- 1) Not-For Profit Organizations (defined as a corporation having tax exempt status under Section 501(C)(3) of the United States Internal Revenue Code and recognized under the Illinois State not-for-profit law);
- 2) Community Development Block Grants;
- 3) Cook County Works Department;
- 4) Sheriff's Work Alternative Program; and
- 5) Department of Correction inmates.

SECTION 3

REQUIRED DISCLOSURES

1. DISCLOSURE OF LOBBYIST CONTACTS

List all persons that have made lobbying contacts on your behalf with respect to this contract:

Name

Address

N/A

2. LOCAL BUSINESS PREFERENCE STATEMENT (CODE, CHAPTER 34, SECTION 34-230)

Local business means a Person, including a foreign corporation authorized to transact business in Illinois, having a bona fide establishment located within the County at which it is transacting business on the date when a Bid is submitted to the County, and which employs the majority of its regular, full-time work force within the County. A Joint Venture shall constitute a Local Business if one or more Persons that qualify as a "Local Business" hold interests totaling over 50 percent in the Joint Venture, even if the Joint Venture does not, at the time of the Bid submittal, have such a bona fide establishment within the County.

- a) Is Applicant a "Local Business" as defined above?

Yes: X No: _____

- b) If yes, list business addresses within Cook County:

932 W. Washington Blvd., Chicago, IL 60607; 4753 N. Broadway Ave., Suite 612, Chicago, IL 60640;

10000 N. Bessie Coleman Dr., Chicago, IL 60666; 1990 E. Algonquin Rd., Suite 211, Schaumburg, IL 60173

- c) Does Applicant employ the majority of its regular full-time workforce within Cook County?

Yes: X No: _____

3. THE CHILD SUPPORT ENFORCEMENT ORDINANCE (CODE, CHAPTER 34, SECTION 34-172)

Every Applicant for a County Privilege shall be in full compliance with any child support order before such Applicant is entitled to receive or renew a County Privilege. When delinquent child support exists, the County shall not issue or renew any County Privilege, and may revoke any County Privilege.

All Applicants are required to review the Cook County Affidavit of Child Support Obligations attached to this EDS (EDS-5) and complete the Affidavit, based on the instructions in the Affidavit.

4. **REAL ESTATE OWNERSHIP DISCLOSURES.**

The Applicant must indicate by checking the appropriate provision below and providing all required information that either:

- a) The following is a complete list of all real estate owned by the Applicant in Cook County:

PERMANENT INDEX NUMBER(S): 17-08-439-009-0000; 17-08-439-010-0000; 17-08-447-002-0000; 17-08-447-019-0000
17-08-447-003-0000; 17-08-447-004-0000; 17-08-447-008-0000; 17-08-447-020-0000
17-08-447-009-0000; 17-08-447-014-0000; 17-08-447-015-0000
(ATTACH SHEET IF NECESSARY TO LIST ADDITIONAL INDEX NUMBERS)

OR:

- b) The Applicant owns no real estate in Cook County.

5. **EXCEPTIONS TO CERTIFICATIONS OR DISCLOSURES.**

If the Applicant is unable to certify to any of the Certifications or any other statements contained in this EDS and not explained elsewhere in this EDS, the Applicant must explain below:

N/A

If the letters, "NA", the word "None" or "No Response" appears above, or if the space is left blank, it will be conclusively presumed that the Applicant certified to all Certifications and other statements contained in this EDS.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT

The Cook County Code of Ordinances (§2-610 *et seq.*) requires that any Applicant for any County Action must disclose information concerning ownership interests in the Applicant. This Disclosure of Ownership Interest Statement must be completed with all information current as of the date this Statement is signed. Furthermore, this Statement must be kept current, by filing an amended Statement, until such time as the County Board or County Agency shall take action on the application. The information contained in this Statement will be maintained in a database and made available for public viewing.

If you are asked to list names, but there are no applicable names to list, you must state NONE. An incomplete Statement will be returned and any action regarding this contract will be delayed. A failure to fully comply with the ordinance may result in the action taken by the County Board or County Agency being voided.

"Applicant" means any Entity or person making an application to the County for any County Action.

"County Action" means any action by a County Agency, a County Department, or the County Board regarding an ordinance or ordinance amendment, a County Board approval, or other County agency approval, with respect to contracts, leases, or sale or purchase of real estate.

"Person" "Entity" or "Legal Entity" means a sole proprietorship, corporation, partnership, association, business trust, estate, two or more persons having a joint or common interest, trustee of a land trust, other commercial or legal entity or any beneficiary or beneficiaries thereof.

This Disclosure of Ownership Interest Statement must be submitted by :

1. An Applicant for County Action and
2. A Person that holds stock or a beneficial interest in the Applicant and is listed on the Applicant's Statement (a "Holder") must file a Statement and complete #1 only under **Ownership Interest Declaration**.

Please print or type responses clearly and legibly. Add additional pages if needed, being careful to identify each portion of the form to which each additional page refers.

This Statement is being made by the ☒ Applicant or ☐ Stock/Beneficial Interest Holder

This Statement is an: ☒ Original Statement or ☐ Amended Statement

Identifying Information:

Name McDermott Center

D/B/A: Haymarket Center

FEIN NO.: 23-7249912

Street Address: 932 West Washington Boulevard

City: Chicago

State: Illinois

Zip Code: 60607

Phone No.: 312-226-7984

Fax Number: 312-226-8048

Email: rsoucek@hcenter.org

Cook County Business Registration Number: _____

(Sole Proprietor, Joint Venture Partnership)

Corporate File Number (if applicable): 50137546

Form of Legal Entity:

☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Trustee of Land Trust

☐ Business Trust ☐ Estate ☐ Association ☐ Joint Venture

☒ Other (describe) 501(c)(3) Not-for-profit Corporation

Ownership Interest Declaration:

1. List the name(s), address, and percent ownership of each Person having a legal or beneficial interest (including ownership) of more than five percent (5%) in the Applicant/Holder.

Name	Address	Percentage Interest in Applicant/Holder
N/A		

2. If the interest of any Person listed in (1) above is held as an agent or agents, or a nominee or nominees, list the name and address of the principal on whose behalf the interest is held.

Name of Agent/Nominee	Name of Principal	Principal's Address
N/A		

3. Is the Applicant constructively controlled by another person or Legal Entity? [] Yes [☒] No
If yes, state the name, address and percentage of beneficial interest of such person, and the relationship under which such control is being or may be exercised.

Name	Address	Percentage of Beneficial Interest	Relationship
N/A			

Corporate Officers, Members and Partners Information:

For all corporations, list the names, addresses, and terms for all corporate officers. For all limited liability companies, list the names, addresses for all members. For all partnerships and joint ventures, list the names, addresses, for each partner or joint venture.

Name	Address	Title (specify title of Office, or whether manager or partner/joint venture)	Term of Office
See Attached			

Declaration (check the applicable box):

- ☒ I state under oath that the Applicant has withheld no disclosure as to ownership interest in the Applicant nor reserved any information, data or plan as to the intended use or purpose for which the Applicant seeks County Board or other County Agency action.
- ☒ I state under oath that the Holder has withheld no disclosure as to ownership interest nor reserved any information required to be disclosed.

McDermott Center dba Haymarket Center Board of Directors

FIRST AND LAST NAME	BOARD TITLE	CONTACT TELEPHONE	OFFICE ADDRESS	EMPLOYMENT
Raymond Soucek	President and CEO	312-226-7984 EXT. 387	932 WEST WASHINGTON BLVD CHICAGO, IL 60607	Haymarket Center
Lee Daniels	Chairman	630-530-7070	105 SO. YORK ST., SUITE 500 ELMHURST, IL 60126	Lee Daniels and Associates, LLC Former Illinois Speaker of the House
Phil O'Connor, Ph.D.	Vice Chairman	312-980-4860	53 W. JACKSON BLVD, SUITE 1115 CHICAGO, IL 60604	PROactive Strategies, Inc.
Richard Green, M.D.	Board Member	773-445-3933	2203 W. 116TH PLACE CHICAGO, IL 60643	St. Mary's Hospital (Retired)
Carol Green	Board Member	773-445-3933	2203 W. 116TH PLACE CHICAGO, IL 60643	Laracris, Inc.
Chris Robling	Board Member	312-658-0445	33 N. DEARBORN, SUITE 2200 CHICAGO, IL 60602	Jayne Thompson & Assoc. LTD.
Matt Powers	Board Member	312-641-5007	180 N. LASALLE STREET, SUITE 2305 CHICAGO, IL 60601	Health Management Associates
Steve Davis	Board Member	630-462-0230	703 CHILDS STREET WHEATON, IL 60187	The Will Group
Tanya Davis	Board Member	630-462-0230	703 CHILDS STREET WHEATON, IL 60187	The Will Group
Jerry Masterson	Board Member	847-602-3306	10919 KINGSTON STREET WESTCHESTER, IL 60154	McDonald's Corporation (Retired)
Susan Rose, Ph.D.	Board Member	414-229-6301	408 BERTEAU ELMHURST, IL 60126	University of Wisconsin, Milwaukee
Joseph Stack	Board Member	630-936-2844	209 HARRIS AVENUE CLARENDON HILLS, IL 60514	Chicago Board of Trade
Thomas Stack, Jr.	Board Member	312-372-5695	135 SOUTH LA SALLE ST # 1930 CHICAGO, IL 60603	Thomas J. Stack, Jr., LTD.

COOK COUNTY DISCLOSURE OF OWNERSHIP INTEREST STATEMENT SIGNATURE PAGE

Raymond F. Soucek

Name of Authorized Applicant/Holder Representative (please print or type)

Signature

rsoucek@hcenter.org

E-mail address

President and Chief Executive Officer

Title

Date

3-4-16
312-226-7984 ext. 387

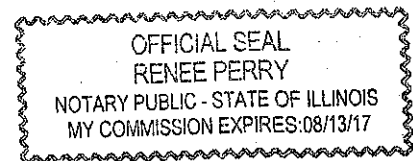
Phone Number

Subscribed to and sworn before me
this 4th day of MARCH, 2016.

My commission expires: 08-13-17

x Renee Perry
Notary Public Signature

Notary Seal





COOK COUNTY BOARD OF ETHICS
69 W. WASHINGTON STREET, SUITE 3040
CHICAGO, ILLINOIS 60602
312/603-4304 Office 312/603-9988 Fax

FAMILIAL RELATIONSHIP DISCLOSURE PROVISION

Nepotism Disclosure Requirement:

Doing a significant amount of business with the County requires that you disclose to the Board of Ethics the existence of any familial relationships with any County employee or any person holding elective office in the State of Illinois, the County, or in any municipality within the County. The Ethics Ordinance defines a significant amount of business for the purpose of this disclosure requirement as more than \$25,000 in aggregate County leases, contracts, purchases or sales in any calendar year.

If you are unsure of whether the business you do with the County or a County agency will cross this threshold, err on the side of caution by completing the attached familial disclosure form because, among other potential penalties, any person found guilty of failing to make a required disclosure or knowingly filing a false, misleading, or incomplete disclosure will be prohibited from doing any business with the County for a period of three years. The required disclosure should be filed with the Board of Ethics by January 1 of each calendar year in which you are doing business with the County and again with each bid/proposal/quotation to do business with Cook County. The Board of Ethics may assess a late filing fee of \$100 per day after an initial 30-day grace period.

The person that is doing business with the County must disclose his or her familial relationships. If the person on the County lease or contract or purchasing from or selling to the County is a business entity, then the business entity must disclose the familial relationships of the individuals who are and, during the year prior to doing business with the County, were:

- its board of directors,
- its officers,
- its employees or independent contractors responsible for the general administration of the entity,
- its agents authorized to execute documents on behalf of the entity, and
- its employees who directly engage or engaged in doing work with the County on behalf of the entity.

Do not hesitate to contact the Board of Ethics at (312) 603-4304 for assistance in determining the scope of any required familial relationship disclosure.

Additional Definitions:

"Familial relationship" means a person who is a spouse, domestic partner or civil union partner of a County employee or State, County or municipal official, or any person who is related to such an employee or official, whether by blood, marriage or adoption, as a:

- | | | |
|----------------------------------|--|---------------------------------------|
| <input type="checkbox"/> Parent | <input type="checkbox"/> Grandparent | <input type="checkbox"/> Stepfather |
| <input type="checkbox"/> Child | <input type="checkbox"/> Grandchild | <input type="checkbox"/> Stepmother |
| <input type="checkbox"/> Brother | <input type="checkbox"/> Father-in-law | <input type="checkbox"/> Stepson |
| <input type="checkbox"/> Sister | <input type="checkbox"/> Mother-in-law | <input type="checkbox"/> Stepdaughter |
| <input type="checkbox"/> Aunt | <input type="checkbox"/> Son-in-law | <input type="checkbox"/> Stepbrother |
| <input type="checkbox"/> Uncle | <input type="checkbox"/> Daughter-in-law | <input type="checkbox"/> Stepsister |
| <input type="checkbox"/> Niece | <input type="checkbox"/> Brother-in-law | <input type="checkbox"/> Half-brother |
| <input type="checkbox"/> Nephew | <input type="checkbox"/> Sister-in-law | <input type="checkbox"/> Half-sister |

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

A. PERSON DOING OR SEEKING TO DO BUSINESS WITH THE COUNTY

Name of Person Doing Business with the County: McDermott Center dba Haymarket Center

Address of Person Doing Business with the County: 932 West Washington Boulevard

Phone number of Person Doing Business with the County: 312-226-7984 ext. 387

Email address of Person Doing Business with the County: rsoucek@hcenter.org

If Person Doing Business with the County is a Business Entity, provide the name, title and contact information for the individual completing this disclosure on behalf of the Person Doing Business with the County:

Raymond F. Soucek, President and Chief Executive Officer, 312-226-7984 ext. 387, rsoucek@hcenter.org

B. DESCRIPTION OF BUSINESS WITH THE COUNTY

Append additional pages as needed and for each County lease, contract, purchase or sale sought and/or obtained during the calendar year of this disclosure (or the proceeding calendar year if disclosure is made on January 1), identify:

The lease number, contract number, purchase order number, request for proposal number and/or request for qualification number associated with the business you are doing or seeking to do with the County: _____

RFP No. 1653-15275

The aggregate dollar value of the business you are doing or seeking to do with the County: \$ 100,000

The name, title and contact information for the County official(s) or employee(s) involved in negotiating the business you are doing or seeking to do with the County: N/A

The name, title and contact information for the County official(s) or employee(s) involved in managing the business you are doing or seeking to do with the County: N/A

C. DISCLOSURE OF FAMILIAL RELATIONSHIPS WITH COUNTY EMPLOYEES OR STATE, COUNTY OR MUNICIPAL ELECTED OFFICIALS

Check the box that applies and provide related information where needed

☐ The Person Doing Business with the County **is an individual** and there is **no familial relationship** between this individual and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

☒ The Person Doing Business with the County **is a business entity** and there is **no familial relationship** between any member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity or employees directly engaged in contractual work with the County on behalf of the business entity, and any Cook County employee or any person holding elective office in the State of Illinois, Cook County, or any municipality within Cook County.

**COOK COUNTY BOARD OF ETHICS
FAMILIAL RELATIONSHIP DISCLOSURE FORM**

- ☐ The Person Doing Business with the County is an **individual** and there is a **familial relationship** between this individual and at least one Cook County employee and/or a person or persons holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County. **The familial relationships are as follows:**

Name of Individual Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

If more space is needed, attach an additional sheet following the above format.

- ☐ The Person Doing Business with the County is a **business entity** and there is a **familial relationship** between at least one member of this business entity's board of directors, officers, persons responsible for general administration of the business entity, agents authorized to execute documents on behalf of the business entity and/or employees directly engaged in contractual work with the County on behalf of the business entity, on the one hand, and at least one Cook County employee and/or a person holding elective office in the State of Illinois, Cook County, and/or any municipality within Cook County, on the other. **The familial relationships are as follows:**

Name of Member of Board of Director for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Officer for Business Entity Doing Business with the County	Name of Related County Employee or State, County or Municipal Elected Official	Title and Position of Related County Employee or State, County or Municipal Elected Official	Nature of Familial Relationship*
N/A			

Name of Person Responsible
for the General
Administration of the
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

N/A

Name of Agent Authorized
to Execute Documents for
Business Entity Doing
Business with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

N/A

Name of Employee of
Business Entity Directly
Engaged in Doing Business
with the County

Name of Related County
Employee or State, County or
Municipal Elected Official

Title and Position of Related
County Employee or State, County
or Municipal Elected Official

Nature of Familial
Relationship*

N/A

If more space is needed, attach an additional sheet following the above format.

N/A

VERIFICATION: To the best of my knowledge, the information I have provided on this disclosure form is accurate and complete. I acknowledge that an inaccurate or incomplete disclosure is punishable by law, including but not limited to fines and debarment.

Signature of Recipient

Date

SUBMIT COMPLETED FORM TO:

Cook County Board of Ethics
69 West Washington Street, Suite 3040, Chicago, Illinois 60602
Office (312) 603-4304 – Fax (312) 603-9988
CookCounty.Ethics@cookcountyil.gov

* Spouse, domestic partner, civil union partner or parent, child, sibling, aunt, uncle, niece, nephew, grandparent or grandchild by blood, marriage (*i.e.* in laws and step relations) or adoption.

SECTION 4

COOK COUNTY AFFIDAVIT FOR WAGE THEFT ORDINANCE

Effective May 1, 2015, every Person, including Substantial Owners, seeking a Contract with Cook County must comply with the Cook County Wage Theft Ordinance set forth in Chapter 34, Article IV, Section 179. Any Person/Substantial Owner, who fails to comply with Cook County Wage Theft Ordinance, may request that the Chief Procurement Officer grant a reduction or waiver in accordance with Section 34-179(d).

"Contract" means any written document to make Procurements by or on behalf of Cook County.

"Person" means any individual, corporation, partnership, Joint Venture, trust, association, limited liability company, sole proprietorship or other legal entity.

"Procurement" means obtaining supplies, equipment, goods, or services of any kind.

"Substantial Owner" means any person or persons who own or hold a twenty-five percent (25%) or more percentage of interest in any business entity seeking a County Privilege, including those shareholders, general or limited partners, beneficiaries and principals; except where a business entity is an individual or sole proprietorship, Substantial Owner means that individual or sole proprietor.

All Persons/Substantial Owners are required to complete this affidavit and comply with the Cook County Wage Theft Ordinance before any Contract is awarded. Signature of this form constitutes a certification the information provided below is correct and complete, and that the individual(s) signing this form has/have personal knowledge of such information.

I. Contract Information:

Contract Number: RFP No. 1653-15275
County Using Agency (requesting Procurement): Cook County Justice Advisory Council

II. Person/Substantial Owner Information:

Person (Corporate Entity Name): McDermott Center dba Haymarket Center
Substantial Owner Complete Name: N/A
FEIN# 23-7249912
Date of Birth: N/A E-mail address: rsoucek@hcenter.org
Street Address: 932 West Washington Boulevard
City: Chicago State: Illinois Zip: 60607
Home Phone: (312) 226 7984 Driver's License No: N/A

III. Compliance with Wage Laws:

Within the past five years has the Person/Substantial Owner, in any judicial or administrative proceeding, been convicted of, entered a plea, made an admission of guilt or liability, or had an administrative finding made for committing a repeated or willful violation of any of the following laws:

Illinois Wage Payment and Collection Act, 820 ILCS 115/1 et seq., YES or **NO**
Illinois Minimum Wage Act, 820 ILCS 105/1 et seq., YES or **NO**
Illinois Worker Adjustment and Retraining Notification Act, 820 ILCS 65/1 et seq., YES or **NO**
Employee Classification Act, 820 ILCS 185/1 et seq., YES or **NO**
Fair Labor Standards Act of 1938, 29 U.S.C. 201, et seq., YES or **NO**
Any comparable state statute or regulation of any state, which governs the payment of wages YES or **NO**

If the Person/Substantial Owner answered "Yes" to any of the questions above, it is ineligible to enter into a Contract with Cook County, but can request a reduction or waiver under **Section IV**.

IV. Request for Waiver or Reduction

If Person/Substantial Owner answered "Yes" to any of the questions above, it may request a reduction or waiver in accordance with Section 34-179(d), provided that the request for reduction of waiver is made on the basis of one or more of the following actions that have taken place:

There has been a bona fide change in ownership or Control of the ineligible Person or Substantial Owner
YES or NO

Disciplinary action has been taken against the individual(s) responsible for the acts giving rise to the violation
YES or NO

Remedial action has been taken to prevent a recurrence of the acts giving rise to the disqualification or default
YES or NO

Other factors that the Person or Substantial Owner believe are relevant.
YES or NO

The Person/Substantial Owner must submit documentation to support the basis of its request for a reduction or waiver. The Chief Procurement Officer reserves the right to make additional inquiries and request additional documentation.

V. Affirmation

The Person/Substantial Owner affirms that all statements contained in the Affidavit are true, accurate and complete.

Signature: _____

Date: 3-4-16

Name of Person signing (Print): Raymond F. Soucek

Title: President and CEO

Subscribed and sworn to before me this 4th day of MARCH, 20 16

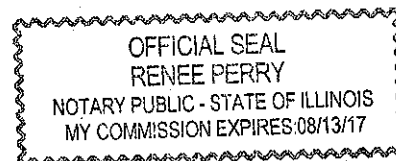
x

Renee Perry

Notary Public Signature

Notary Seal

Note: The above information is subject to verification prior to the award of the Contract.



SECTION 5

CONTRACT AND EDS EXECUTION PAGE PLEASE EXECUTE THREE ORIGINAL COPIES

The Applicant hereby certifies and warrants that all of the statements, certifications and representations set forth in this EDS are true, complete and correct; that the Applicant is in full compliance and will continue to be in compliance throughout the term of the Contract or County Privilege issued to the Applicant with all the policies and requirements set forth in this EDS; and that all facts and information provided by the Applicant in this EDS are true, complete and correct. The Applicant agrees to inform the Chief Procurement Officer in writing if any of such statements, certifications, representations, facts or information becomes or is found to be untrue, incomplete or incorrect during the term of the Contract or County Privilege.

Execution by Corporation

Haymarket Center

Corporation's Name

312-226-7984 ext. 387

Telephone

President's Printed Name and Signature

rsoucek@hcenter.org

Email

Date

3-4-16

Secretary Signature

Execution by LLC

LLC Name

*Member/Manager Printed Name and Signature

Date

Telephone and Email

Execution by Partnership/Joint Venture

Partnership/Joint Venture Name

*Partner/Joint Venturer Printed Name and Signature

Date

Telephone and Email

Execution by Sole Proprietorship

Printed Name and Signature

Date

Telephone

Email

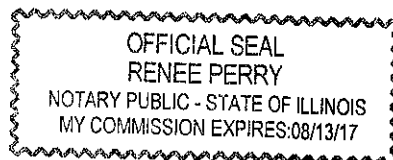
Subscribed and sworn to before me this
4th day of March, 2016.

Notary Public Signature

My commission expires:

08-13-17

Notary Seal



If the operating agreement, partnership agreement or governing documents requiring execution by multiple members, managers, partners, or joint venturers, please complete and execute additional Contract and EDS Execution Pages.

EDS-17

8/2015

SECTION 6
COOK COUNTY SIGNATURE PAGE

ON BEHALF OF THE COUNTY OF COOK, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:



COOK COUNTY CHIEF PROCUREMENT OFFICER

DATED AT CHICAGO, ILLINOIS THIS 1 DAY OF July, 2016

IN THE CASE OF A BID/ PROPOSAL/RESPONSE, THE COUNTY HEREBY ACCEPTS:

THE FOREGOING BID/PROPOSAL/RESPONSE AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT NUMBER

1653-15275C

OR

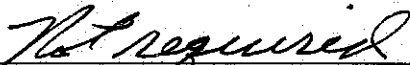
ITEM(S), SECTION(S), PART(S): _____

TOTAL AMOUNT OF CONTRACT: \$ 100,000⁰⁰

(DOLLARS AND CENTS)

FUND CHARGEABLE: _____

APPROVED AS TO FORM:



ASSISTANT STATE'S ATTORNEY
(Required on contracts over \$1,000,000.00)

Date

EDS-18

8/2015